

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT, (hereinafter referred to as "Agreement"), is made and entered into to be effective the 22nd day of March, 2023 by and between the ORANGE COUNTY SANITATION DISTRICT, (hereinafter referred to as "OC SAN"), and MICHAEL BAKER INTERNATIONAL, INC. (hereinafter referred to as "CONSULTANT"). OC SAN and CONSULTANT are referred to herein collectively as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, OC SAN desires to engage CONSULTANT for a Urban Runoff Optimization Study, Project No. PS21-06, to provide professional services to perform a study to identify and develop feasible opportunities to divert dry and wet weather urban runoff diversions into the OC San collections and treatment systems that will improve water quality and sustain water recycling in Orange County; and

WHEREAS, CONSULTANT is qualified to provide the necessary services in connection with these requirements and has agreed to provide the necessary professional services; and

WHEREAS, OC SAN has adopted procedures for the selection of professional services and has proceeded in accordance with said procedures to select CONSULTANT to perform this work; and

WHEREAS, at its regular meeting on March 22, 2023 the Board of Directors, by Minute Order, accepted the recommendation of the Operations Committee to approve this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual benefits, which will result to the parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

1. SCOPE OF WORK

CONSULTANT agrees to furnish necessary professional services to accomplish those project elements outlined in the Scope of Work attached hereto as Attachment "A", and by this reference made a part of this Agreement.

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and completeness and coordination of the work and services furnished by the CONSULTANT under this Agreement, including the work performed by its subconsultants (Subconsultants). Where approval by OC SAN is indicated, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all applicable laws, regulations, codes, industry standards, and liability for damages caused by errors, omissions, noncompliance with industry standards, and/or negligence on the part of the CONSULTANT or its Subconsultants.
- B. CONSULTANT is responsible for the quality of work prepared under this Agreement and shall ensure that all work is performed to the ordinary industry standards for clarity, uniformity, and completeness. CONSULTANT shall timely respond to all of OC SAN's questions, comments, suggestions, corrections, and

recommendations. All comments from OC SAN, or its agent, shall be incorporated into the work prior to the next review deadline or addressed, in writing, as to why the comment(s) has/have not been incorporated. CONSULTANT shall ensure that each submittal is within industry standards for the level of work submitted (i.e., correct references, terms, capitalization, or equal status, spelling, punctuation, etc.)

- C. In the event that CONSULTANT's services and/or work product(s) is not to the satisfaction of OC SAN and/or does not conform to the requirements of this Agreement or the applicable industry standards, the CONSULTANT shall, without additional compensation, promptly correct or revise any errors or deficiencies in its work product(s) within the timeframe specified by the Project Manager. OC SAN may charge to CONSULTANT all costs, expenses and damages associated with any such corrections or revisions.
- D. Any CADD drawings, figures, and other work produced by CONSULTANT and Subconsultants using OC SAN CAD Manual. Conversion of CADD work from any other non-standard CADD format to OC SAN format shall not be acceptable in lieu of this requirement.

Electronic files shall conform to OC SAN specifications. Any changes to these specifications by the CONSULTANT are subject to review and require advance written approval of OC SAN.

Electronic files shall be subject to an acceptance period of 30 calendar days during which OC SAN shall perform appropriate reviews and including CAD Manual compliance. CONSULTANT shall correct any discrepancies or errors detected and reported within the acceptance period at no additional cost to OC SAN.

- E. All professional services performed by the CONSULTANT, including, but not limited to, all drafts, data, correspondence, proposals, and reports compiled or composed by the CONSULTANT, pursuant to this Agreement, are for the sole use of OC SAN, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of OC SAN. This provision does not apply to information that (a) was publicly known, or otherwise known to the CONSULTANT, at the time that it was disclosed to the CONSULTANT by OC SAN, or (b) subsequently becomes publicly known to the CONSULTANT other than through disclosure by OC SAN, or (c) is required by law to be disclosed. CONSULTANT shall first promptly notify OC SAN before responding to such legal demand.

2. COMPENSATION

Total compensation shall be paid to CONSULTANT for the services in accordance with the following provisions:

A. Total Compensation

Total compensation shall be in an amount not to exceed Seven Hundred Eleven Thousand, Two Hundred Thirty Dollars (\$711,230). Total compensation to CONSULTANT including burdened labor (salaries plus benefits), overhead, profit, direct costs, and Subconsultant(s) fees and costs shall not exceed the sum set forth in Attachment "E" - Fee Proposal.

B. Labor

As a portion of the total compensation to be paid to CONSULTANT, OC SAN shall pay to CONSULTANT a sum equal to the burdened salaries (salaries plus benefits) actually paid by CONSULTANT charged on an hourly-rate basis to this project and paid to the personnel of CONSULTANT. Upon request of OC SAN, CONSULTANT shall provide OC SAN with certified payroll records of all employees' work that is charged to this project.

C. Overhead

As a portion of the total compensation to be paid to CONSULTANT, OC SAN shall compensate CONSULTANT and Subconsultants for overhead at the rate equal to the percentage of burdened labor as specified in Attachment "E" - Fee Proposal.

D. Profit

Profit for CONSULTANT and Subconsultants shall be a percentage of consulting services fees (Burdened Labor and Overhead). When the consulting or subconsulting services amount is \$250,000 or less, the maximum Profit shall be 10%. Between \$250,000 and \$2,500,000, the maximum Profit shall be limited by a straight declining percentage between 10% and 5%. For consulting or subconsulting services fees with a value greater than \$2,500,000, the maximum Profit shall be 5%. Addenda shall be governed by the same maximum Profit percentage after adding consulting services fees.

As a portion of the total compensation to be paid to CONSULTANT and Subconsultants, OC SAN shall pay profit for all services rendered by CONSULTANT and Subconsultants for this project according to Attachment "E" - Fee Proposal.

E. Subconsultants

For any Subconsultant whose fees for services are greater than or equal to \$100,000 (excluding out-of-pocket costs), CONSULTANT shall pay to Subconsultant total compensation in accordance with the Subconsultant amount specified in Attachment "E" - Fee Proposal.

For any Subconsultant whose fees for services are less than \$100,000, CONSULTANT may pay to Subconsultant total compensation on an hourly-rate basis per Attachment "K" – Minor Subconsultant Hourly Rate Schedule and as

specified in the Scope of Work. OC SAN shall pay to CONSULTANT the actual costs of Subconsultant fees and charges in an amount not to exceed the sum set forth in Attachment “E” - Fee Proposal.

F. Direct Costs

OC SAN shall pay to CONSULTANT and Subconsultants the actual costs of permits and associated fees, travel and licenses for an amount not to exceed the sum set forth in Attachment “E” - Fee Proposal. OC SAN shall also pay to CONSULTANT actual costs for equipment rentals, leases or purchases with prior approval of OC SAN. Upon request, CONSULTANT shall provide to OC SAN receipts and other documentary records to support CONSULTANT’s request for reimbursement of these amounts, see Attachment “D” - Allowable Direct Costs. All incidental expenses shall be included in overhead pursuant to Section 2 - COMPENSATION above.

G. Other Direct Costs

Other Direct Costs incurred by CONSULTANT and its Contractor due to modifications to the Scope of Work resulting from field investigations and field work required by the Agreement. These items may include special equipment, test equipment and tooling and other materials and services not previously identified. Refer to attachment “D” Allowable Direct Costs for payment information.

H. Reimbursable Direct Costs

OC SAN will reimburse the CONSULTANT for reasonable travel and business expenses as described in this section and further described in Attachment “D” - Allowable Direct Costs to this Agreement. The reimbursement of the above-mentioned expenses will be based on an “accountable plan” as considered by Internal Revenue Service (IRS). The plan includes a combination of reimbursements based upon receipts and a “per diem” component approved by IRS. The most recent schedule of the per diem rates utilized by OC SAN can be found on the U.S. General Service Administration website at <http://www.gsa.gov/portal/category/104711#>.

The CONSULTANT shall be responsible for the most economical and practical means or management of reimbursable costs inclusive but not limited to travel, lodging and meals arrangements. OC SAN shall apply the most economic and practical method of reimbursement which may include reimbursements based upon receipts and/or “per diem” as deemed the most practical.

CONSULTANT shall be responsible for returning to OC SAN any excess reimbursements after the reimbursement has been paid by OC SAN.

Travel and travel arrangements – Any travel involving airfare, overnight stays or multiple day attendance must be approved by OC SAN in advance.

Local Travel is considered travel by the CONSULTANT within OC SAN geographical area which includes Orange, Los Angeles, Ventura, San Bernardino, Riverside, San Diego, Imperial, and Kern Counties. Automobile mileage is reimbursable if CONSULTANT is required to utilize personal vehicle for local travel.

Lodging – Overnight stays will not be approved by OC SAN for local travel. However, under certain circumstances overnight stay may be allowed at the discretion of OC SAN based on reasonableness of meeting schedules and the amount of time required for travel by the CONSULTANT. Such determination will be made on a case-by-case basis and at the discretion of OC SAN.

Travel Meals – Per-diem rates as approved by IRS shall be utilized for travel meals reimbursements. Per diem rates shall be applied to meals that are appropriate for travel times. Receipts are not required for the approved meals.

Additional details related to the reimbursement of the allowable direct costs are provided in the Attachment “D” - Allowable Direct Costs of this Agreement.

I. Limitation of Costs

If, at any time, CONSULTANT estimates the cost of performing the services described in CONSULTANT's Proposal will exceed seventy-five percent (75%) of the not-to-exceed amount of the Agreement, including approved additional compensation, CONSULTANT shall notify OC SAN immediately, and in writing. This written notice shall indicate the additional amount necessary to complete the services. Any cost incurred in excess of the approved not-to-exceed amount, without the express written consent of OC SAN's authorized representative shall be at CONSULTANT's own risk. This written notice shall be provided separately from, and in addition to any notification requirements contained in the CONSULTANT's invoice and monthly progress report. Failure to notify OC SAN that the services cannot be completed within the authorized not-to-exceed amount is a material breach of this Agreement.

3. REALLOCATION OF TOTAL COMPENSATION

OC SAN, by its Director of Engineering, shall have the right to approve a reallocation of the incremental amounts constituting the Total Compensation, provided that the Total Compensation is not increased.

4. PAYMENT

- A. Monthly Invoice: CONSULTANT shall include in its monthly invoice, a detailed breakdown of costs associated with the performance of any corrections or revisions of the work for that invoicing period, in a format acceptable to OC SAN. CONSULTANT shall warrant and certify the accuracy of these costs and provide all support documentation required by OC SAN. CONSULTANT understands that submitted costs are subject to Section 12 Audit Provisions.

- B. CONSULTANT will submit monthly statements covering services and/or work performed for payment for those items included in Section 2 hereof no later than the second Wednesday of the following month and in the format required by OC SAN. The format must include, as a minimum: 1) current billing period invoicing, 2) current billing period "total percent invoiced to date", 3) future activities, 4) previous billing period "total invoiced to date", 5) potential items that are not included in the Scope of Work, 6) concerns and possible delays, 7) percentage of completion to date, and 8) budget status and amount remaining. Such requests shall be accompanied by such supporting data as may be required by OC SAN.

Upon approval of such payment request by OC SAN, payment shall be made to CONSULTANT as soon as practicable of one hundred percent (100%) of the invoiced amount on a per task basis.

If OC SAN determines that the work under this AGREEMENT, or any specified task hereunder, is incomplete and that the amount of payment is in excess of:

- i. The amount considered by OC SAN's Director of Engineering to be adequate for the protection of OC SAN; or
- ii. The percentage of the work accomplished for each task.

OC SAN may, at the discretion of the Director of Engineering, retain an amount equal to that which ensures that the total amount paid to that date does not exceed the percentage of the completed work for each task or the Project in its entirety.

- C. CONSULTANT may submit periodic payment requests for each 30-day period of this Agreement for the profit as set forth in Section 2 - COMPENSATION above. Said profit payment request shall be proportionate to the work actually accomplished to date on a per task basis. In the event OC SAN's Director of Engineering determines that no satisfactory progress has been made since the prior payment, or in the event of a delay in the work progress for any reason, OC SAN shall have the right to withhold any scheduled proportionate profit payment.
- D. Upon satisfactory completion by CONSULTANT of the work called for under the terms of this Agreement, and upon acceptance of such work by OC SAN, CONSULTANT will be paid the unpaid balance of any money due for such work based on the monthly statements, including any retained percentages relating to this portion of the work.
- E. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement for such work, or prior settlement upon termination of this Agreement, and as a condition precedent thereto, CONSULTANT shall execute and deliver to OC SAN a release of all claims against OC SAN arising under or by virtue of this Agreement other than such claims, if any, as may be specifically exempted by CONSULTANT from the operation of the release in stated amounts to be set forth therein.

- F. Pursuant to the California False Claims Act (Government Code sections 12650-12655), any CONSULTANT that knowingly submits a false claim to OC SAN for compensation under the terms of this Agreement may be held liable for treble damages and up to a \$10,000 civil penalty for each false claim submitted. This section shall also be binding on all Subconsultants.

A CONSULTANT or Subconsultant shall be deemed to have submitted a false claim when the CONSULTANT or Subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of OC SAN a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by OC SAN; (c) conspires to defraud OC SAN by getting a false claim allowed or paid by OC SAN; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to OC SAN; or (e) is a beneficiary of an inadvertent submission of a false claim to OC SAN, and fails to disclose the false claim to OC SAN within a reasonable time after discovery of the false claim.

5. PREVAILING WAGES

- A. To the extent CONSULTANT intends to utilize employees who will perform work during the contract, as more specifically defined under Labor Code Section 1720, CONSULTANT shall be subject to prevailing wage requirements with respect to such employees.

6. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION AND RECORD OF WAGES

- A. To the extent CONSULTANT's employees and/or Subconsultants who will perform work during the design and preconstruction phases of a construction contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, CONSULTANT and Subconsultants 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.
- B. The CONSULTANT and Subconsultants 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 Section 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- C. Pursuant to Labor Code Section 1776, the CONSULTANT and Subconsultants 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 Enforcement of the Department of Industrial Relations.

- D. The CONSULTANT and Subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations Section 16461(e).

7. DOCUMENT OWNERSHIP – CONSULTANT PERFORMANCE

- A. Ownership of Documents for the professional services performed.

All documents in all forms (electronic, paper, etc.), including, but not limited to, studies, sketches, drawings, computer printouts, disk files, and electronic copies prepared in connection with or related to the Scope of Work or professional services, shall be the property of OC SAN. OC SAN's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. OC SAN ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed prior to that payment. This Section shall apply whether the CONSULTANT's professional services are terminated: a) by the completion of the Agreement, or b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the CONSULTANT shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.

- B. CONSULTANT shall not be responsible for damage caused by subsequent changes to or uses of the study or deliverable where the subsequent changes or uses are not authorized or approved by CONSULTANT, provided that the service rendered by CONSULTANT was not a proximate cause of the damage.

8. INSURANCE

- A. General

- i. Insurance shall be issued and underwritten by insurance companies acceptable to OC SAN.
- ii. Insurers must have an "A-" Policyholder's Rating, or better, and Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best's Guide Rating. However, OC SAN will accept State Compensation Insurance Fund, for the required policy of Workers' Compensation Insurance subject to OC SAN's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, OC SAN will require CONSULTANT to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONSULTANT, by OC SAN or its agent.
- iii. Coverage shall be in effect prior to the commencement of any work under this Agreement.

B. General Liability

The CONSULTANT shall maintain during the life of this Agreement, including the period of warranty, commercial general liability insurance written on an occurrence basis providing the following minimum limits of liability coverage: One Million Dollars (\$1,000,000) per occurrence with Two Million Dollars (\$2,000,000) aggregate. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or 25 04), then the aggregate limit may be equivalent to the per occurrence limit. Said insurance shall include coverage for the following hazards: premises-operations, blanket contractual liability (for this Agreement), products liability/completed operations (including any product manufactured or assembled), broad form property damage, blanket contractual liability, independent contractors liability, personal and advertising injury, mobile equipment, owners and contractors protective liability, and cross liability and severability of interest clauses. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement(s). If requested by OC SAN and applicable, XCU coverage (Explosion, Collapse and Underground) and Riggers/On Hook Liability must be included in the general liability policy and coverage must be reflected on the submitted certificate of insurance. Where permitted by law, CONSULTANT hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OC SAN, its or their officers, agents, or employees, and any other consultant, contractor, or subcontractor performing work or rendering services on behalf of OC SAN in connection with the planning, development, and construction of the project. In all its insurance coverages related to the work, CONSULTANT shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OC SAN, its or their officers, agents, or employees, or any other consultant, contractor, or subcontractor performing work or rendering services at the project. Where permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its Subconsultants of every tier. A waiver of subrogation shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

C. Umbrella Excess Liability

The minimum limits of general liability and automobile liability insurance required, as set forth herein, shall be provided for through either a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Umbrella excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.

D. Automobile/Vehicle Liability Insurance

The CONSULTANT shall maintain a policy of automobile liability insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limit of liability

coverage: combined single limit of One Million Dollars (\$1,000,000). A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Drone Liability Insurance

If a drone will be used, drone liability insurance must be maintained by CONSULTANT in the amount of One Million Dollars (\$1,000,000) in a form acceptable by OC SAN.

F. Workers' Compensation Insurance

The CONSULTANT shall provide such workers' compensation insurance as required by the Labor Code of the State of California in the amount of the statutory limit, including employer's liability insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. Such workers' compensation insurance shall be endorsed to provide for a waiver of subrogation in favor of OC SAN. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements unless the insurance carrier is State of California Insurance Fund and the identifier "SCIF" and endorsement numbers 2570 and 2065 are referenced on the certificate of insurance. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage for Jones Act claims.

G. Errors and Omissions/Professional Liability

CONSULTANT shall maintain in full force and effect, throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than Two Million Dollars (\$2,000,000) with limits in accordance with the provisions of this paragraph. If the policy of insurance is written on a "claims made" basis, said policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of five (5) years from the date of the completion of the services hereunder.

In the event of termination of said policy during this period, CONSULTANT shall obtain continuing insurance coverage for the prior acts or omissions of CONSULTANT during the course of performing services under the term of this Agreement. Said coverage shall be evidenced by either a new policy evidencing no gap in coverage or by separate extended "tail" coverage with the present or new carrier.

In the event the present policy of insurance is written on an "occurrence" basis, said policy shall be continued in full force and effect during the term of this Agreement or until completion of the services provided for in this Agreement, whichever is later. In the event of termination of said policy during this period, new coverage shall be obtained for the required period to insure for the prior acts of CONSULTANT during the course of performing services under the term of this Agreement.

CONSULTANT shall provide to OC SAN a certificate of insurance in a form acceptable to OC SAN indicating the deductible or self-retention amounts and the expiration date of said policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term.

H. Proof of Coverage

The CONSULTANT shall furnish OC SAN with original certificates and amendatory endorsements effecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by OC SAN before work commences. OC SAN reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required. The following are approved forms that must be submitted as proof of coverage:

- Certificate of Insurance ACORD Form 25 or other equivalent certificate of insurance form
- Additional Insurance (General Liability) The combination of (ISO Forms) CG 20 10 and CG 20 37

All other additional insured endorsements must be submitted for approval by OC SAN, and OC SAN may reject alternatives that provide different or less coverage to OC SAN.
- Additional Insured (Automobile Liability) Submit endorsement provided by carrier for OC SAN approval.
- Waiver of Subrogation Submit workers' compensation waiver of subrogation endorsement provided by carrier for OC SAN approval.
- Cancellation Notice No endorsement is required. However, CONSULTANT is responsible for notifying OC SAN of any pending or actual insurance policy cancellation, as described in Article I. Cancellation and Policy Change Notice, below.

I. Cancellation and Policy Change Notice

The CONSULTANT is required to notify OC SAN in writing of any insurance cancellation notice it receives or other knowledge of pending or actual insurance policy cancellation within two (2) working days of receipt of such notice or acquisition of such knowledge. Additionally, the CONSULTANT is required to notify OC SAN in writing of any change in the terms of insurance, including reduction in coverage or increase in deductible/SIR, within two (2) working days of receipt of such notice or knowledge of same.

Said notices shall be mailed to OC SAN at:

ORANGE COUNTY SANITATION DISTRICT
10844 Ellis Avenue
Fountain Valley, CA 92708
Attention: Contracts, Purchasing & Materials Management Division

J. Primary Insurance

The general and automobile liability policies shall contain a “Primary and Non Contributory” clause. Any other insurance maintained by OC SAN shall be excess and not contributing with the insurance provided by CONSULTANT.

K. Separation of Insured

The general and automobile liability policies shall contain a “Separation of Insureds” clause.

L. Non-Limiting (if applicable)

Nothing in this document shall be construed as limiting in any way, nor shall it limit the indemnification provision contained in this Agreement, or the extent to which CONSULTANT may be held responsible for payment of damages to persons or property.

M. Deductibles and Self-Insured Retentions

Any deductible and/or self-insured retention must be declared to OC SAN on the certificate of insurance. All deductibles and/or self-insured retentions require approval by OC SAN. At the option of OC SAN, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects OC SAN; or the CONSULTANT shall provide a financial guarantee satisfactory to OC SAN guaranteeing payment of losses and related investigations, claim administration and defense expenses.

N. Defense Costs

The general and automobile liability policies shall have a provision that defense costs for all insureds and additional insureds are paid in addition to and do not deplete any policy limits.

O. Subconsultants

The CONSULTANT shall be responsible to establish insurance requirements for any Subconsultant hired by the CONSULTANT. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subconsultant’s operations and work.

P. Limits Are Minimums

If the CONSULTANT maintains higher limits than any minimums shown above, then OC SAN requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.

9. SCOPE CHANGES

In the event of a change in the Scope of Work or other terms in the AGREEMENT, as requested by OC SAN, the Parties hereto shall execute an Amendment to this AGREEMENT setting forth with particularity all terms of the new AGREEMENT, including, but not limited to, any additional CONSULTANT's fees. CONSULTANT hereby agrees to use any and all procedures, programs, and systems required by OC SAN to process and execute such Amendment(s), including, but not limited to, computer programs and systems.

10. PROJECT TEAM AND SUBCONSULTANTS

CONSULTANT shall provide to OC SAN, prior to execution of this Agreement, the names and full description of all Subconsultants and CONSULTANT's project team members anticipated to be used on this Project under this Agreement by CONSULTANT. CONSULTANT shall include a description of the work and services to be done by each Subconsultant and each of CONSULTANT's Project team member. CONSULTANT shall include the respective compensation amounts for CONSULTANT and each Subconsultant, broken down as indicated in Section 2- COMPENSATION.

There shall be no substitution of the listed Subconsultants and CONSULTANT's project team members without prior written approval by OC SAN.

11. ENGINEERING REGISTRATION

The CONSULTANT's personnel and Subconsultants are comprised of registered engineers and a staff of specialists and draftsmen in each department. The firm itself is not a registered engineer but represents and agrees that wherever, in the performance of this Agreement, the services of a registered engineer is required, such services hereunder will be performed under the direct supervision of registered engineers who are registered in California.

12. AUDIT PROVISIONS.

- A. OC SAN retains the reasonable right to access, review, examine, and audit, any and all books, records, documents, and any other evidence of procedures and practices that OC SAN determines are necessary to discover and verify that the CONSULTANT is in compliance with all requirements under this Agreement. The CONSULTANT shall include OC SAN's right as described above, in any and all of their subcontracts, and shall ensure that these rights are binding upon all Subconsultants.
- B. OC SAN retains the right to examine CONSULTANT's books, records, documents and any other evidence of procedures and practices that OC SAN

determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred or to ensure CONSULTANT's compliance with all requirements under this Agreement during the term of this Agreement and for a period of three (3) years after its termination.

- C. CONSULTANT shall maintain complete and accurate records in accordance with generally accepted industry standard practices and OC SAN's policy. The CONSULTANT shall make available to OC SAN for review and audit, all project related accounting records and documents, and any other financial data within 15 days after receipt of notice from OC SAN. Upon OC SAN's request, the CONSULTANT shall submit exact duplicates of originals of all requested records to OC SAN. If an audit is performed, CONSULTANT shall ensure that a qualified employee of the CONSULTANT will be available to assist OC SAN's auditor in obtaining all Project related accounting records and documents, and any other financial data.

13. LEGAL RELATIONSHIP BETWEEN PARTIES

The legal relationship between the parties hereto is that of an independent contractor and nothing herein shall be deemed to transform CONSULTANT, its staff, independent contractors, or Subconsultants into employees of OC SAN. CONSULTANT'S staff performing services under the Agreement shall at all times be employees and/or independent contractors of CONSULTANT. CONSULTANT shall monitor and control its staff and pay wages, salaries, and other amounts due directly to its staff in connection with the Agreement. CONSULTANT shall be responsible for hiring, review, and termination of its staff and shall be accountable for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

14. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

ORANGE COUNTY SANITATION DISTRICT
10844 Ellis Avenue
Fountain Valley, CA 92708-7018
Attention: Clarice Marcin, Senior Contracts Administrator
Copy to: Cindy Murra, Project Manager

CONSULTANT:

Michael Baker International, Inc.
Dave Mercier, Vice President
5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707

All communication regarding the Scope of Work, will be addressed to the Project Manager. Direction from other OC SAN staff must be approved in writing by OC SAN's Project Manager prior to action from the CONSULTANT.

15. TERMINATION

OC SAN may terminate this Agreement at any time, without cause, upon giving thirty (30) days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to compensation for work performed on a prorated basis through and including the effective date of termination.

CONSULTANT shall be permitted to terminate this Agreement upon thirty (30) days written notice only if CONSULTANT is not compensated for billed amounts in accordance with the provisions of this Agreement, when the same are due.

Notice of termination shall be mailed to OC SAN at the address listed in Section 14 - NOTICES.

16. DOCUMENTS AND STUDY MATERIALS

The documents and study materials for this Project shall become the property of OC SAN upon the termination or completion of the work. CONSULTANT agrees to furnish to OC SAN copies of all memoranda, correspondence, electronic materials, computation and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by OC SAN.

17. COMPLIANCE

A. Labor

CONSULTANT certifies by the execution of this Agreement that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Air Pollution

CONSULTANT and its subconsultants and subcontractors shall comply with all applicable federal, state and local air pollution control laws and regulations.

C. Iran Contracting Act

CONSULTANT and its subconsultants and subcontractors shall comply with the Iran Contracting Act of 2010 (Public Contract Code sections 2200-2208).

18. AGREEMENT EXECUTION AUTHORIZATION

Both OC SAN and CONSULTANT do covenant that each individual executing this document by and on behalf of each Party is a person duly authorized to execute this Agreement for that Party.

19. DISPUTE RESOLUTION

In the event of a dispute arising between the parties regarding performance or interpretation of this Agreement, the dispute shall be resolved by binding arbitration under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), or similar organization or entity conducting alternate dispute resolution services.

20. ATTORNEY'S FEES, COSTS AND NECESSARY DISBURSEMENTS

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 Agreement, 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.

21. WARRANTY

CONSULTANT shall perform its services in accordance with generally accepted industry and professional standards. If, within the 12-month period following completion of its services, OC SAN informs CONSULTANT that any part of the services fails to meet those standards, CONSULTANT shall, within the time prescribed by OC SAN, take all such actions as are necessary to correct or complete the noted deficiency(ies).

22. INDEMNIFICATION

To the fullest extent permitted by law, and consistent with Civil Code § 2782.8, CONSULTANT shall indemnify, defend (at CONSULTANT's sole cost and expense and with legal counsel approved by OC SAN, which approval shall not be unreasonably withheld), protect and hold harmless OC SAN and all of OC SAN's officers, directors, employees, consultants, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional, expert or CONSULTANT's fees and costs and OC SAN's general and administrative expenses; individually, a "Claim"; collectively, "Claims") which may arise from or are in any manner related, directly or indirectly, to any work performed, or any operations, activities, or services provided by CONSULTANT in carrying out its obligations under this Agreement to the extent of the negligent, recklessness and/or willful misconduct of CONSULTANT, its principals, officers, agents, employees, CONSULTANT's suppliers, CONSULTANT, Subconsultants, subcontractors, and/or anyone employed directly or indirectly by any of them, regardless of any contributing negligence or strict liability of an Indemnified Party. Notwithstanding the foregoing, nothing herein shall be construed to require CONSULTANT to indemnify the Indemnified Parties from any Claim arising solely from:

(A) the active negligence or willful misconduct of the Indemnified Parties; or

- (B) a natural disaster or other act of God, such as an earthquake; or
- (C) the independent action of a third party who is neither one of the Indemnified Parties nor the CONSULTANT, nor its principal, officer, agent, employee, nor CONSULTANT's supplier, CONSULTANT, Subconsultant, subcontractor, nor anyone employed directly or indirectly by any of them.

Exceptions (A) through (B) above shall not apply, and CONSULTANT shall, to the fullest extent permitted by law, indemnify the Indemnified Parties, from Claims arising from more than one cause if any such cause taken alone would otherwise result in the obligation to indemnify hereunder.

CONSULTANT's liability for indemnification hereunder is in addition to any liability CONSULTANT may have to OC SAN for a breach by CONSULTANT of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONSULTANT's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

23. DUTY TO DEFEND

The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend shall exist regardless of any ultimate liability of CONSULTANT and shall be consistent with Civil Code section 2782.8. Such defense obligation shall arise immediately upon presentation of a Claim by any person if, without regard to the merit of the Claim, such Claim could potentially result in an obligation to indemnify one or more Indemnified Parties, and upon written notice of such Claim being provided to CONSULTANT. Payment to CONSULTANT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. In the event a final judgment, arbitration, award, order, settlement, or other final resolution expressly determines that the claim did not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, to any extent, then OC SAN will reimburse CONSULTANT for the reasonable costs of defending the Indemnified Parties against such claims.

CONSULTANT's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

24. COMPLIANCE WITH OC SAN POLICIES AND PROCEDURES

CONSULTANT shall comply with all OC SAN policies and procedures including the Contractor Safety Standards, as applicable, all of which may be amended from time to time.

25. CLOSEOUT

When OC SAN determines that all work authorized under the Agreement is fully complete and that OC SAN requires no further work from CONSULTANT, or the Agreement is otherwise terminated or expires in accordance with the terms of the Agreement, OC SAN shall give the CONSULTANT written notice that the Agreement will be closed out. CONSULTANT shall submit all outstanding billings, work submittals, deliverables, reports or similarly related documents as required under the Agreement within thirty (30) days of receipt of notice of Agreement closeout.

Upon receipt of CONSULTANT's submittals, OC SAN shall commence a closeout audit of the Agreement and will either:

- i. Give the CONSULTANT a final Agreement Acceptance: or
- ii. Advise the CONSULTANT in writing of any outstanding item or items which must be furnished, completed, or corrected at the CONSULTANT's cost.

CONSULTANT shall be required to provide adequate resources to fully support any administrative closeout efforts identified in the Agreement. Such support must be provided within the timeframe requested by OC SAN.

Notwithstanding the final Agreement acceptance, the CONSULTANT will not be relieved of its obligations hereunder, nor will the CONSULTANT be relieved of its obligations to complete any portions of the work, the non-completion of which were not disclosed to OC SAN (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise), and the CONSULTANT shall remain obligated under all those provisions of the Agreement which expressly or by their nature extend beyond and survive final Agreement Acceptance.

Any failure by OC SAN to reject the work or to reject the CONSULTANT's request for final Agreement Acceptance as set forth above shall not be deemed to be acceptance of the work by OC SAN for any purpose nor imply acceptance of, or Agreement with, the CONSULTANT's request for final Agreement Acceptance.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all previous negotiations between them pertaining to the subject matter thereof.

IN WITNESS WHEREOF, this Agreement has been executed in the name of OC SAN and CONSULTANT by their respective duly authorized officers as of the day and year first written above.

CONSULTANT: MICHAEL BAKER INTERNATIONAL, INC.

By _____ Date _____

Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By _____ Date _____
Chad P. Wanke
Board Chairman

By _____ Date _____
Kelly A. Lore
Clerk of the Board

By _____ Date _____
Ruth Zintzun
Purchasing & Contracts Manager

Attachments: Attachment "A" – Scope of Work
Attachment "B" – Labor Hour Matrix
Attachment "C" – Not Attached
Attachment "D" – Allowable Direct Costs
Attachment "E" – Fee Proposal
Attachment "F" – Not Used
Attachment "G" – Not Attached
Attachment "H" – Not Used
Attachment "I" – Cost Matrix and Summary
Attachment "J" – Not Attached
Attachment "K" – Minor Subconsultant Hourly Rate Schedule
Attachment "L" - Contractor Safety Standards
Attachment "M" – Iran Contracting Act Verification

CMM

ATTACHMENT “A”

SCOPE OF WORK

ATTACHMENT "A"

SCOPE OF WORK

Urban Runoff Optimization Study **Project No. 21-06**

TABLE OF CONTENTS

I. SUMMARY	3
II. BACKGROUND, GENERAL PROJECT DESCRIPTION, AND OBJECTIVES	3
BACKGROUND.....	3
GENERAL PROJECT DESCRIPTION.....	4
PROJECT OBJECTIVES.....	4
III.PROJECT SCHEDULE.....	4
IV.PROJECT EXECUTION	6
Task 1 – Review Existing Information and Summarize Status and Requirements	6
Task 1.1 – Review Existing Facilities Information.....	6
Task 1.2 – Summarize Current Status and Requirements for Urban Runoff Diversion ...	7
Task 1.3 – Prepare Technical Memorandum 1.....	7
Task 2 – Evaluate OC SAN & OCWD Systems Need and Capacity for Additional Flow.....	7
Task 2.1 – Evaluate OC SAN and OCWD Flow Need and Treatment Capacity.....	8
Task 2.2 – Evaluate OC SAN Collection System Capacity	9
Task 2.3 – Prepare Technical Memorandum 2.....	9
Task 3 – Identify Feasible Urban Runoff Diversion Opportunities.....	10
Task 3.1 – Develop Screening Criteria	10
Task 3.2 – Identify Diversion Opportunities and Generate Short List that Merit Further Development	10
Task 3.3 – Prepare Technical Memorandum 3.....	11
Task 4 – Develop and Evaluate Dry Weather Urban Runoff Diversion Opportunities	11
Task 4.1 – Develop Evaluation Criteria and Evaluation Methodology.....	12
Task 4.2 – Develop Conceptual Layouts and Cost Estimates	12
Task 4.3 – Evaluate and Make Final Selection of Opportunities	13
Task 4.4 – Prepare Technical Memorandum 4.....	13
Task 5 – Cooperative Project Development.....	13
Task – 5.1 Cooperative Project Development.....	14
Task – 5.2 Cost Allocation Between Agencies Evaluation.....	14
Task – 5.3 User Fee Development	14
Task – 5.4 Funding Opportunities.....	14
Task – 5.5 Develop Proposed OC SAN Ordinances	14
Task – 5.6 Prepare Technical Memorandum 5.....	14
Task 6 – Optimize Existing Diversions to Allow Active, Coordinated Management.....	15
Task – 6.1 Existing Diversion Optimizations	15
Task – 6.2 Systemwide Diversion Optimizations	15
Task – 6.3 Diversion Optimization projects.....	15
Task – 6.4 Prepare Technical Memorandum 6.....	15

Task 7 – External Stakeholder Outreach.....	15
Task 8 – Urban Runoff Optimization Plan	16
Task 9 - Project Management	16
Task 9.1 Project Management Progress Meetings	16
Task 9.2 Project Schedule	16
Task 9.3 Project Logs.....	17
Task 9.4 Progress Reports.....	17
Task 9.5 Project Invoices	18
Task 10 – Meetings and Workshops	18
Task 11 - Quality Control.....	20
V. GENERAL REQUIREMENTS.....	20
GENERAL	20
VI.STAFF ASSISTANCE	21
EXHIBITS:	21

I. SUMMARY

This Scope of Work requests engineering services for the project as described herein to perform an engineering study.

II. BACKGROUND, GENERAL PROJECT DESCRIPTION, AND OBJECTIVES

BACKGROUND

The Orange County Sanitation District (OC SAN) is responsible for collection, treatment, and disposal of wastewater for central and northwest Orange County, California. The wastewater from OC SAN's service area travels through 388 miles of regional sewers to one of the two treatment plants, Plant No. 1 in Fountain Valley and Plant No. 2 in Huntington Beach. Together, both plants currently treat 183 million gallons per day (MGD) of wastewater for approximately 2.6 million people. Both treatment plants provide full primary and secondary treatment.

Currently, treated effluent from Plant No. 1 is delivered to the Orange County Water District (OCWD) Groundwater Replenishment System (GWRS) for advance treatment and purification followed by storage in the Orange County groundwater basin. Plant No. 2 effluent is discharged to the Pacific Ocean. In 2023 treated effluent from Plant No.2 will also be delivered to OCWD GWRS via the new GWRS Final Expansion facilities. With the GWRS Final Expansion project OC SAN will be delivering up to 175 MGD of high-quality treated wastewater so that OCWD GWRS facility can produce 130 MGD of highly purified water which is an essential element of the local water supply.

Although OC SAN is currently able to supply OCWD GWRS with up to 175 mgd of treated wastewater, that could change in the future if California implements further restrictions to indoor residential water use. Therefore, OC SAN is interested if there are other sources of suitable flows that could be reclaimed without compromising OC SAN's reuse initiatives.

Since 2000, OC SAN has accepted the diversion of dry weather urban runoff (DWUR) to the sewer to assist Municipal Separate Stormwater Sewer System (MS4) permittees in addressing various public health or environmental issues that are difficult to control through traditional stormwater Best Management Practices (BMPs). On June 12, 2013, the OC SAN Board of Directors adopted Urban Runoff Resolution No. 13-09, which expanded the waiver of fees or charges on the treatment of dry weather urban runoff from 4 to 10 MGD. This latest policy opened the door to additional flows to help remediate other environmental problems. OC SAN continues to work closely with the County of Orange OC Public Works (OCPW/OC Watersheds) Division, the lead permittee that coordinates the cities' efforts in implementing the requirements of Santa Ana Regional Water Quality Control Board [Order No. R8-2009-0030](#), [NPDES Permit No. CAS618030](#). OCPW/OC Watersheds will be the primary point of contact to coordinate as necessary with the MS4 Permittees, including the County of Orange, Orange County Flood Control District, and the 26 Orange County cities within the OC SAN service area.

Currently, OC SAN has 21 diversion permits issued but only 20 active diversions. These 21 diversions could account for up to 6-7 MGD of dry weather flows, although on average OC SAN receives less than 2 MGD of flows.

OC SAN Board of Directors approved a new Strategic Plan in November 2021 that identifies the following initiative which supports the Environmental Water Quality, Stormwater Management, and Urban Runoff policy goal.

- Conduct a comprehensive study of the feasible opportunities for cooperative projects for urban runoff diversions to OC SAN to improve water quality and increase water recycling by maximizing the useful capacity of local collection systems, OC SAN treatment systems, and OCWD recycling and recharge systems.

Through this study, OC SAN along with its partners OCWD and OCPW would like to assess the potential for our agencies to work together to establish cooperative projects to capture, contain, characterize, and treat urban runoff with a controlled discharge to the sewer for eventual reclamation and recharge to bolster local groundwater resources.

GENERAL PROJECT DESCRIPTION

This Project will identify and develop feasible opportunities to help improve water quality and sustain water recycling in Orange County by capturing, containing, characterizing, and treating dry and wet weather urban runoff diversions into the OC SAN collections and treatment system for eventual reclamation and then recharging our local groundwater resources.

PROJECT OBJECTIVES

The objectives of this study are to identify feasible urban runoff opportunities and to develop cooperative projects for dry and wet weather urban runoff diversions to OC SAN to improve water quality and increase water recycling, maximizing the useful capacity of OC SAN local collection systems and treatment systems, and OCWD recycling and recharge systems.

III. PROJECT SCHEDULE

Table 1 lists the time frames associated with each major project deliverable and with OC SAN's review and approval of those deliverables. CONSULTANT shall comply with the deadlines indicated in that table.

Table 1 – Project Milestones and Deadlines

MILESTONE	DEADLINE
Kickoff Meeting	The kickoff meeting will be scheduled to coincide with the Project Notice to Proceed (NTP).
Submit draft Technical Memorandum 1 (TM 1)	55 workdays from the Project NTP.
OC SAN, OCPW, OCWD Review of draft TM 1	15 workdays from receipt of Draft TM 1

Table 1 – Project Milestones and Deadlines

MILESTONE	DEADLINE
Submit draft Technical Memorandum 2 (TM 2)	50 workdays from receipt of OC SAN, OCPW, and OCWD comments on draft TM 1.
OC SAN, OCPW, OCWD Review of draft TM 2	15 workdays from receipt of Draft TM 2
Submit draft Technical Memorandum 3 (TM 3)	50 workdays from receipt of OC SAN, OCPW, and OCWD comments on draft TM 2.
OC SAN, OCPW, OCWD Review of draft TM 3	15 workdays from receipt of Draft TM 3
Submit draft Technical Memorandum 4 (TM 4)	40 workdays from receipt of OC SAN, OCPW, and OCWD comments on draft TM 2.
OC SAN, OCPW, OCWD Review of draft TM 4	15 workdays from receipt of Draft TM 4
5) Submit draft Technical Memorandum 5 (TM 5)	50 workdays from receipt of OC SAN, OCPW, and OCWD comments on draft TM 3.
OC SAN, OCPW, OCWD Review of draft TM 5	15 workdays from receipt of Draft TM 5
6) Submit draft Technical Memorandum 6 (TM 6)	75 workdays from the Project NTP.
OC SAN, OCPW, OCWD Review of draft TM 6	15 workdays from receipt of Draft TM 6
Submit draft Urban Runoff Optimization Plan Report	40 workdays from receipt of OC SAN, OCPW, and OCWD comments on draft TM 5 or 6, whichever is later.
OC SAN, OCPW, OCWD Review of Draft Urban Runoff Optimization Plan Report	20 workdays from receipt of draft Urban Runoff Optimization Report
Submit Final Urban Runoff Optimization Plan Report	20 workdays from receipt of OC SAN, OCPW, and OCWD comments on draft Project Report.

OC SAN will consider an alternative CONSULTANT-proposed schedule provided it is consistent with OC SAN resources and schedule constraints and adds value to OC SAN.

IV. PROJECT EXECUTION

TASK 1 – REVIEW EXISTING INFORMATION AND SUMMARIZE STATUS AND REQUIREMENTS

This task is for the CONSULTANT to review information provided by OC SAN, OCPW, and OCWD to understand the current system, planned improvements, current policies, water quality goals, and recycling goals. This information will be used as the basis for this study. The task is also for the CONSULTANT to examine the challenges and gaps of the current policies and standards which will be encountered when receiving the additional urban runoff diversions and identify the new standards (e.g., water quality) that will need to be established.

TASK 1.1 – REVIEW EXISTING FACILITIES INFORMATION

Under this task, the CONSULTANT shall review, at a minimum, the following reports and information included in **Exhibit 1 Project Reference Materials** or to be provided after Notice to Proceed:

- A. Resolution No. OCSD 13-09 Dry Weather Urban Runoff Policy
- B. OCSD-53 Wastewater Discharge Regulations
- C. OC SAN Urban Runoff Diversion Map
- D. OC SAN Collection System GIS (to be provided after Notice to Proceed)
- E. OC SAN PS15-08 Collections Capacity Evaluation Study
- F. OC SAN Collection System InfoWorks Model (to be provided after Notice to Proceed)
- G. OC SAN Flow Projections (to be provided after Notice to Proceed)
- H. OC SAN 2017 Facilities Master Plan
- I. OCPW Municipal Separate Storm Drain GIS system (to be provided after Notice to Proceed)
- J. Compiled BMP Fact Sheets for potential project opportunity locations based on MS4 Permittees' GIS screening of the four principal watersheds (to be provided after Notice to Proceed)
- K. OCPW Storm Water Management Model (SWMM) data and information for each of the four principal watersheds to assist in evaluation of diversion project opportunities as needed (to be provided after Notice to Proceed. OCPW will provide in kind support for their modelling consultant to share information/reference materials for the County's SWMM.)
- L. OCWD Population/Water Demand (to be provided after Notice to Proceed)
- M. OCPW/OCWD 2019 WEFTEC Paper "A Collaborative Integrated Water Resources Approach for Watershed and Water Supply Improvements in North Orange County, California"
- N. OCPW 2020 WEFTEC Paper "Every Drop Counts – Water Balance in Orange County, California and its Implications on Integrated Water Management"

CONSULTANT shall review this information and other related project information to understand OC SAN's Urban Runoff Policy, Collection System/Treatment Plants capacity, North Orange County's municipal separate storm drain system and water quality challenges, and OCWD's facilities capacity and water recycling goals.

TASK 1.2 – SUMMARIZE CURRENT STATUS AND REQUIREMENTS FOR URBAN RUNOFF DIVERSION

Under this Task, the CONSULTANT shall summarize the existing the DWUR Program, the OCPW storm water system, OCWD recycling system, and identify challenges for OC SAN to accept new diversions. The CONSULTANT shall also evaluate options to optimize and improve existing and future diversions.

1.2.1 OC SAN Dry Weather Urban Runoff Program

Under this Task, the CONSULTANT shall prepare a summary of the current DWUR program, including the current diversion connection and discharge requirements. CONSULTANT shall identify the challenges (e.g., existing and future environmental and water quality regulations), for OC SAN to develop an urban runoff program to allow for new dry and wet weather diversions. This task will start the initial discussion on the program modifications for new diversions which will be evaluated at later tasks, such as Task 5.

1.2.2 Municipal NPDES Issues

Under this Task, the CONSULTANT shall prepare a summary describing the North Orange County watersheds, water quality concerns, MS4 challenges, regulatory mandates, the developed and proposed structural BMPs, and watershed management planning efforts.

1.2.3 OCFCD Flood Control System

Under this Task, the CONSULTANT shall prepare a summary describing the Orange County Flood Control District flood control system infrastructure and seven-year Capital Improvement Program, current and future capacity, and flows (dry and wet weather).

1.2.4 OCWD Recycling System

Under this Task, the CONSULTANT shall prepare a summary describing OCWD recycling system infrastructure and its operational history during dry and wet weather.

TASK 1.3 – PREPARE TECHNICAL MEMORANDUM 1

The CONSULTANT shall prepare a Technical Memorandum to summarize the surface water systems, current status and requirements for urban runoff diversions as described above.

Task 1 Deliverables:

Technical Memorandum 1 – Summarize the surface water systems, Current Status and Requirements for Urban Runoff Diversion

TASK 2 – EVALUATE OC SAN & OCWD SYSTEMS NEED AND CAPACITY FOR ADDITIONAL FLOW

This task is for CONSULTANT to review OC SAN's treatment influent flow projections, treatment capacities, estimated available secondary effluent to OCWD GWRS to evaluate additional urban runoff flow that OC SAN system can handle, and additional flow need to meet GWRS demand.

CONSULTANT shall also review OC SAN Collection System Collections Capacity Evaluation Study results to summarize the capacity shortage area to avoid introducing additional urban runoff flow to those areas.

The purpose of this task is to set up the flow capacity basis for additional urban runoff opportunities.

TASK 2.1 – EVALUATE OC SAN AND OCWD FLOW NEED AND TREATMENT CAPACITY

The OC SAN service area is divided into 11 sewersheds flowing to OC SAN's two treatment plants. Through interagency agreements, OC SAN also receives influent from Santa Ana Watershed Project Authority (SAWPA), Irvine Ranch Water District (IRWD), OCWD's microfiltration backwash and urban runoff flows. OC SAN Engineering Planning Division has been closely tracking and projecting the influent flow by calculating and projecting gallon per day per capita water usage coefficient, applying population projection data from Orange County Center for Demographic Research (CDR), and applying flow projection from the sources other than service area population. From 2005 to 2022, OC SAN's yearly average flow has reduced from 240 mgd to the 179 mgd due to the water conservation and drought. Reduced wastewater flows could free up system capacity both in the OC SAN collection system and treatment plants to accept additional urban runoff diversions.

OC SAN provides secondary effluent to the OCWD's GWRS and Green Acres Project (GAP) facilities for reclamation. OCWD's GWRS Final Expansion project is under construction, which includes GWRS facility expansion for 130 mgd production water capacity, storage, and pumping facility at OC SAN Plant No.2 to convey reclaimable secondary effluent from Plant No. 2 to GWRS, and joint project with OC SAN P2-122 Headworks Modifications at Plant No. 2 project to separate Plant No. 2 to reclaimable and non-reclaimable treatment trains. When GWRS Final Expansion is in operation in 2023, OCWD can take up to 175 mgd of secondary effluent including 172 mgd to GWRS in order to produce 130 mgd of production water and 3 mgd to GAP facility for producing irrigation water. OC SAN's total influent flow in the past year was 183 mgd. The future projected flow does not indicate a trend toward increasing. With the additional microfiltration backwash flow from OCWD and the estimated 30 mgd non-reclaimable flow loss, OC SAN is at the edge to provide adequate secondary effluent to meet the GWRS system full capacity. A driver of accepting more urban runoff is to maintain a sustainable flow to GWRS for recycling.

Under this task, CONSULTANT shall review and validate the OC SAN wastewater influent flow projections which are produced in a Microsoft Excel spreadsheet. CONSULTANT shall review and validate the unit flow coefficients used in OC SAN's flow projection spreadsheet, make recommendations for updates based on the current and upcoming indoor water usage regulations, and other factors, and provide flow projections to be used as the basis for this study.

Flow projection recommendations shall consider the Indoor Residential Water Use Standard from current and upcoming California legislative bills summarized below from California Water Efficiency Partnership website.

Starting Year	Current Statute SB 606/AB 1668	AB 1434 (Friedman) Legislation	Joint DWR/SWRCB Proposed Recommendation
2020	55	48	55
2025	52.5	45	47
2030	50	40	42

CONSULTANT shall also review “Orange County Water Demand Forecast for MWDOC and OCWD” paper provide by OCWD, consider the factor used in OCWD’s projection, and validate and update the overall OC SAN influent projection.

After OC SAN influent projection is updated, CONSULTANT shall review and validate OC SAN’s projection for available secondary effluent flow to the GWRS system, project the potential shortage of OC SAN secondary effluent as compared to the GWRS Final Expansion capacity and OCWD GWRS production water goal, and make recommendation on additional flow needed to meet the GWRS flow demand.

CONSULTANT shall also review the OC SAN treatment capacities summarized in 2017 Facility Master Plan of the hydraulic processing units and planned projects that would impact the treatment capacities, compare with the recommended additional flow need, and make a combined recommendations on additional urban runoff flow diversion to OC SAN treatment Plants with consideration of both of the additional flow needed and the treatment capacity.

TASK 2.2 – EVALUATE OC SAN COLLECTION SYSTEM CAPACITY

OC SAN conducted a planning study from 2015 to 2020, PS15-08 Collections Capacity Evaluation Study. The study conducted comprehensive flow monitoring data collection and updated the collection hydraulic model in InfoWorks. A 10-year storm event was used in the study for peak flow condition. The study incorporated the scenarios to include planned capacity improvements projects.

CONSULTANT shall review the PS15-08 study findings and summarize the existing collection system capacity shortage areas before and after the capacity improvement projects. The areas with capacity shortages shall be avoided and evaluated carefully when new urban runoff opportunities evaluated at later tasks.

TASK 2.3 – PREPARE TECHNICAL MEMORANDUM 2

The CONSULTANT shall prepare a Technical Memorandum for the evaluation of OC SAN’s and OCWD’s system capacities for additional flows as described above.

Task 2 Deliverables:

Technical Memorandum 2 – Evaluate OC SAN’s and OCWD’s system capacities for additional flow

TASK 3 – IDENTIFY FEASIBLE URBAN RUNOFF DIVERSION OPPORTUNITIES

The goal of this task is to identify all available urban runoff diversion opportunities and to generate a short list of feasible opportunities that merit further development and evaluation based on applying the screening criteria developed for the opportunities identified.

The task will include:

- Develop and define screening criteria to address the needs/constraints of OC SAN, OCWD, and MS4 permittees
- Initial identification of all available urban runoff diversion and storage opportunities
- Initial screening and ranking of available opportunities based on the screening criteria
- Evaluation and selection of short-listed feasible opportunities that have merit for further development and evaluation

TASK 3.1 – DEVELOP SCREENING CRITERIA

Under this task, CONSULTANT shall develop and define screening criteria, and establish a screening process to screen all available additional urban runoff opportunities identified under Task 3 and make recommendation of a short list of feasible opportunities that have merit for further development and evaluation. The CONSULTANT shall confirm and validate with OC SAN, OCPW, and OCWD, a screening procedure using a weighting criteria method for the opportunities. In developing the screening criteria, the CONSULTANT shall consider, but not be limited to, the following factors:

- Compatible with OC SAN collection and treatment capacities
- Compatible with OCWD recycling capacity
- Compatible with OCWD water quality requirements
- Compatible with OC SAN's connection requirements and wastewater discharge ordinance, other regulatory requirements and obligations, and reuse initiatives
- Location, distance, and feasibility for conveyance to the nearest intake utility
- Land use and ownership
- Compatible with Santa Ana Regional Water Quality Control Board and/or subsequently adopted permits.

TASK 3.2 – IDENTIFY DIVERSION OPPORTUNITIES AND GENERATE SHORT LIST THAT MERIT FURTHER DEVELOPMENT

This task will identify dry and wet weather diversion opportunities within the OC SAN service area that can be discharged into the OC SAN collections system. Opportunities shall be short listed based on the screening criteria developed in Task 3.1 and include recommendations /considerations for coordinated management identified in Task 1.3.

Task 3.2.1 – Overlay OCPW/OCFCD/MS4 Permittees’ Municipal Storm Drain System with OC SAN’s Collections System GIS map and Hydraulic Model

Under this task, CONSULTANT shall overlay the OCPW/OCFCD/MS4 Permittees’ municipal storm drain system with OC SAN’s collection system GIS map and hydraulic model to prepare a base map for identifying existing and additional opportunities of urban runoff diversion. The CONSULTANT shall coordinate with OCPW on its existing watershed planning and modeling efforts as part of this task.

Task 3.2.2 – Identify Dry Weather Diversion Opportunities

Under this task, CONSULTANT shall identify and summarize all available additional dry weather urban runoff diversion opportunities, and use the criteria developed under Task 3.1 to make recommendations for short-listed dry weather urban runoff diversion opportunities for further development and evaluation.

Task 3.2.3 – Identify Wet Weather Diversion Opportunities with Controlled Discharge

Under this task, CONSULTANT shall identify and summarize all available wet weather urban runoff diversion opportunities with controlled discharges, which include using the storm water storage basins that hold and release the water through a controlled outlet over specified time period based on the design criteria. The storm water storage basin could be from utilizing existing basins or converting from existing storm water channels or open spaces. CONSULTANT shall use the criteria developed under Task 3.1 to make recommendations for short-listed wet weather urban runoff diversion opportunities for further development and evaluation.

Task 3.3 – Prepare Technical Memorandum 3

The CONSULTANT shall prepare a Technical Memorandum that will identify feasible urban runoff diversion opportunities as described above.

The CONSULTANT shall develop separate fact sheets for each short-listed opportunity. The fact sheets shall include information such as BMP type, land use, ownership, distance to channel, distance to sewer, volume, capacity, and any other critical information.

Task 3 Deliverables:

Technical Memorandum 3 – Identify Feasible Urban Runoff Diversion Opportunities

TASK 4 – DEVELOP AND EVALUATE DRY WEATHER URBAN RUNOFF DIVERSION OPPORTUNITIES

The goal of this task is to further develop each of the short-listed feasible dry weather urban runoff opportunities from Task 3 to a conceptual design level of facilities to define the capital and operating costs, and then using the evaluation criteria developed to perform final selection of the opportunities and to generate final recommended urban runoff diversion opportunities for implementation.

TASK 4.1 – DEVELOP EVALUATION CRITERIA AND EVALUATION METHODOLOGY

The CONSULTANT shall develop an evaluation method, define evaluation criteria, and establish a decision-making process to develop and rank the short-listed feasible dry weather urban runoff diversion opportunities identified under Task 3. The CONSULTANT shall confirm and validate with the project team and the Steering Committee members including OC SAN, OCPW/OCFCD/MS4 Permittees and OCWD a ranking procedure using a weighting criteria method for the opportunities. In developing the evaluation criteria, the CONSULTANT shall consider, but not be limited to the following factors:

- Capital cost
- Life cycle costs
- Water quality factors
- Amount of increased water supply
- Operational and Maintenance factors
- Water sampling and flow monitoring factors
- Environmental and community impact factors
- Impacts to the natural river flow and habitat
- Water rights considerations
- Ease of access
- Ability to install pretreatment if required to address future constituents of emerging concern for sanitary sewer diversions
- Redundancy and resiliency measures in place

TASK 4.2 – DEVELOP CONCEPTUAL LAYOUTS AND COST ESTIMATES

Under this Task, the CONSULTANT shall develop adequate conceptual design details for the short-listed feasible dry weather urban runoff diversion opportunities with the potential facilities and infrastructures laid out for a cost benefit analysis. At a minimum, the CONSULTANT shall prepare a summary of the opportunities (for estimating purposes assume 10 opportunities) that includes the following:

- Generate conceptual layout drawings and discuss the footprints and the site considerations
- Water quality/constituent sampling, flow monitoring and pump calibration requirements as defined in Dry Weather Urban Runoff Diversion permits and agreements
- Estimated increased water supply

- Generate unit cost (such as dollars per acre-foot) for new water supply created
- Estimate the operation and maintenance needs
- Framework of ownership and responsibilities between agencies for operations and maintenance
- Estimate electric power or other energy need
- Discuss the impacts to OC SAN, OCFCD/MS4 Permittee and OCWD facilities
- Discuss air quality impacts and mitigation costs, and other environmental operational impacts
- Federal and state regulatory permitting requirements, as applicable
- Describe the advantages and disadvantages
- Generate capital cost estimate – American Association of Cost Engineers (AACE) Class 4
- Generate life cycle cost estimate – refer to **Exhibit 2 OCSD Engineering Design Guidelines and Standards** Section 1.3.5 Life Cycle Cost Analysis

TASK 4.3 – EVALUATE AND MAKE FINAL SELECTION OF OPPORTUNITIES

Under this Task, the CONSULTANT shall use the evaluation methodology established in Task 4.1 and analysis in Tasks 4.2 to perform a comprehensive evaluation and make a final recommendation of dry weather urban runoff diversion opportunities. The CONSULTANT shall summarize and combine the design parameters, the site layout, and any other critical features of the potential facilities from each of the finalized opportunities.

TASK 4.4 – PREPARE TECHNICAL MEMORANDUM 4

The CONSULTANT shall prepare a Technical Memorandum for the dry weather urban runoff diversion opportunities as described above.

Task 4 Deliverables:

Technical Memorandum 4 – Develop and Evaluate Dry Weather Urban Runoff Diversion Opportunities

TASK 5 – COOPERATIVE PROJECT DEVELOPMENT

Under this task, the CONSULTANT shall develop cooperative project(s) based the recommendations in Task 4. The CONSULTANT shall evaluate cost allocation between OC SAN, OCPW, and OCWD, assist with developing user fees, and identify funding opportunities for the project(s). The CONSULTANT shall also develop new ordinances that will support the project(s) as necessary.

TASK – 5.1 COOPERATIVE PROJECT DEVELOPMENT

Based on the study results of Task 4, under this task, the CONSULTANT shall describe the projects and phases to construct and operate the proposed urban runoff diversion facilities, including a conceptual design and an implementation plan. At a minimum, the CONSULTANT shall:

- Summarize projects for OC SAN, OCPW/OCFCD/MS4 Permittees and OCWD to implement
- Summarize project description, justifications, and project elements
- Prepare implementation schedule and describe each critical milestone
- Identify construction impacts to existing facilities and recommend appropriate mitigation measures.

TASK – 5.2 COST ALLOCATION BETWEEN AGENCIES EVALUATION

The CONSULTANT shall develop the proposed cost allocation between OC SAN, OCPW, OCWD, and other possible stakeholders/parties with interest/receiving benefit for the design and construction of the finalized urban runoff diversion projects, and for the operations of the facilities.

TASK – 5.3 USER FEE DEVELOPMENT

The CONSULTANT shall assist OC SAN, OCPW, and OCWD in developing user fees or other funding mechanisms for the new dry weather urban runoff diversion projects.

TASK – 5.4 FUNDING OPPORTUNITIES

The CONSULTANT shall review external funding opportunities at the State and Federal levels to determine applicability for the PS21-06 project and cooperative projects identified during the project. The CONSULTANT shall include in their proposal an amount not to exceed 120 hours to review and document funding opportunities as well as provide support to OC SAN when applying for funding.

TASK – 5.5 DEVELOP PROPOSED OC SAN ORDINANCES/POLICY REVISION

The CONSULTANT shall provide a recommendation with explanation whether OC SAN needs a new ordinance or ordinances or should revise existing Ordinances or its Urban Runoff Resolution to include new language required for the worked covered under this Scope of Work. If the recommendation is Yes, the CONSULTANT shall prepare sample language/Ordinance for review and acceptance.

TASK – 5.6 PREPARE TECHNICAL MEMORANDUM 5

The CONSULTANT shall prepare a Technical Memorandum for the Cooperative Project Development as described above.

Task 5 Deliverables:

Technical Memorandum 5 – Cooperative Project Development

TASK 6 – OPTIMIZE EXISTING DIVERSIONS TO ALLOW ACTIVE, COORDINATED MANAGEMENT

Under this task, the CONSULTANT shall evaluate options to optimize the operation and maintenance of existing diversions and inform future diversion project development in Task 5.1.

TASK 6.1 - EXISTING DIVERSION OPTIMIZATIONS

Under this task, the CONSULTANT, utilizing existing information from Task 1.2.1, shall identify potential individual physical changes needed at each existing diversion (and common changes to be incorporated into future diversions in Task 5.1) to attain standardization and increased efficiency of systemwide operations and a maximization of urban runoff capture (e.g., year-round, non-storm operations). Conceptual designs will be developed on the five diversions identified as yielding the greatest additional dry weather urban runoff capture benefit to allow planning level estimates of costs.

TASK 6.2 – SYSTEMWIDE DIVERSION OPTIMIZATIONS

Under this task, the CONSULTANT shall consider systems that will allow for automated, active, coordinated, standardized optimization and control of diversion facilities, including monitoring and reporting of flow and water quality information and other necessary parameters and develop planning level estimates of costs. OCPW and other permittees have expressed interest in efficiently managing existing and future diversions as an integrated system, rather than the current system of unconnected individual facilities.

TASK 6.3 - DIVERSION OPTIMIZATION PROJECTS

Based on the study results of Tasks 1.2.1, 6.1 and 6.2, the CONSULTANT, similar to Task 5, shall develop proposed cost allocations between OC SAN, OCPW, OCWD, and the current diversion operators for the five diversions identified in Task 6.1 and the systemwide optimizations in Task 6.2, review external funding opportunities, support potential project development, and assess any policy and ordinance issues.

TASK – 6.4 PREPARE TECHNICAL MEMORANDUM 6

The CONSULTANT shall prepare a Technical Memorandum for the optimization of existing diversions as described above.

TASK 7 – EXTERNAL STAKEHOLDER OUTREACH

CONSULTANT shall identify the critical stakeholders that need to be outreached for input. California Department of Fish and Wildlife and other non-governmental organizations for habitat conservation are recommended to be part of the stakeholder group. Urban runoff flow changes could impact the water bodies that depend on urban runoff to sustain their habitat value.

The CONSULTANT shall work with OC SAN, OCPW, and OCWD to develop the stakeholder list and strategies for how best to inform the external stakeholders and receive the input on the

Project. The communication with the external stakeholders could be at some of the regular meetings that the three core agencies are having with the potential stakeholders, or through individual meetings or workshops that need to be set up. It is anticipated that the external stakeholder outreach will occur after the initial screening of the diversion opportunities is complete. The CONSULTANT shall prepare presentation materials, agenda, conduct presentations, and prepare minutes. The CONSULTANT shall include in their proposal 60 hours to support this task.

TASK 8 – URBAN RUNOFF OPTIMIZATION PLAN

Under this task, the CONSULTANT shall revise each Technical Memorandum per OC SAN's, OCPW, and OCWD comments and compile all final Technical Memoranda into a draft Urban Runoff Optimization Plan. The Urban Runoff Optimization Plan shall include cover material, table of contents, and an executive summary. Following receipt of OC SAN's comments on the draft, the CONSULTANT shall make the appropriate revisions and submit the final version of the Urban Runoff Optimization Plan.

Task 8 Deliverables:

- Draft and Final Urban Runoff Optimization Plan

TASK 9 - PROJECT MANAGEMENT

CONSULTANT shall be responsible for managing CONSULTANT's project execution, schedule, budget, subconsultants, and coordination with other projects. The CONSULTANT shall be responsible for managing all subconsultants, including the assignment of scope, management of deliverables and schedules, reporting of progress, invoicing, and quality control.

TASK 9.1 PROJECT MANAGEMENT PROGRESS MEETINGS

CONSULTANT shall prepare an agenda and conduct biweekly project management meetings with OC SAN's Project Manager and the CONSULTANT's Project Manager. The purpose of the meetings will be to review CONSULTANT's overall project progress and monthly Progress Report. Other meetings shall be scheduled on an as-needed basis.

TASK 9.2 PROJECT SCHEDULE

CONSULTANT shall create a detailed project schedule. The schedule shall include milestones for all dates listed in Section III – Project Schedule. The schedule shall be based on the same work breakdown structure used for estimating earned value as described in "Progress Reports" above. Schedule updates shall be submitted with the monthly Progress Report.

At a minimum, the schedule shall indicate the following:

- Projected start date and finish date for each activity
- Each project task and subtask in the WBS with predecessors and successors
- Major meetings and workshops
- Physical percent complete for each activity in the WBS and percent complete by Phase

CONSULTANT shall prepare planned, actual and earned value curves for the Baseline Schedule and for monthly updates. Monthly updates shall also include Cost Performance Index (CPI) and Schedule Performance Index (SPI) calculations.

TASK 9.3 PROJECT LOGS

CONSULTANT shall produce and maintain on at least a monthly basis the following logs through the course of the project:

Project Decision Log. The project decision log shall track decisions made during workshops and meetings, and as a result of OC SAN, OCPW, and OCWD review of deliverables. The log shall include the date of the decision, the title of the meeting where it was made (if applicable), a description of the decision, and a brief summary of the impacts.

Action Item Log. The action item log is used to track action items generated during meetings. Action items may only be assigned to members of the OC SAN or CONSULTANT teams. If action is required by a different party, the action item shall be assigned to the person on the team to track who will track the action item with that person. The action item log is not intended to include normal CONSULTANT tasks, nor to include comments on deliverables. The Action Item log shall include a tracking number (typically coded to the date), a date it was created, a description of the action required, the lead person, and the date it was resolved. If action is required by more than one person, the person who will be asked to coordinate that action shall be listed.

Meeting Log. See Task 10 Workshops and Meetings and Workshops.

TASK 9.4 PROGRESS REPORTS

CONSULTANT shall submit monthly progress reports at the same time as monthly invoices that include the following contents:

- Work activities completed to date, in the current reporting period, and projected for the coming month.
- A brief description of outstanding issues and their potential for impact on scope, schedule (design and construction), budget (design and construction) and quality.
- Potential changes in the project scope or design scope.
- Budget status including estimates of actual costs to date, earned value, costs to complete, and costs at completion.
- Schedule status with a description of any variances between scheduled and forecasted milestone dates.
- A discussion of corrective actions to be taken to avoid or mitigate cases where the project schedule is expected to be delayed.

TASK 9.5 PROJECT INVOICES

The invoices shall document the man-hours and billing rate for each person that works on the project. Overhead, profit and any direct costs shall also be shown for each task. As part of the summary section of the invoice, CONSULTANT shall also include the following information:

- Budget
- Current billing period invoicing
- Previous billing period “total invoiced to date”
- Budget Amount Remaining
- Current billing period “total percent invoiced to date”
- ETC for each Task & Subtask

Approval of an invoice by OC SAN requires a Progress Report for the period covered by the invoice. Payment of an invoice will be delayed until the Progress Report is submitted.

OC SAN will provide a sample invoice structure to CONSULTANT at the beginning of the project.

TASK 10 – MEETINGS AND WORKSHOPS

CONSULTANT shall hold meetings and workshops throughout the project to keep OC SAN, OCPW, and OCWD apprised of the job, review work-in-progress, share information, discuss project submittals, present findings of technical analyses, receive and resolve comments, and obtain decisions and direction by OC SAN, OCPW, and OCWD staff. This task defines the major meetings and workshops to be held by the CONSULTANT.

CONSULTANT shall assume the following meetings will be required during PDR Production.

Task	Number of Meetings/ Workshops	Proposed Topics
N/A	<ul style="list-style-type: none"> One 2-hr Project Kickoff 	--
1	<ul style="list-style-type: none"> One 2-hr Meeting 	<ul style="list-style-type: none"> One 1-hr meeting for task 1.1 , 1.2, and 6 topics
1	<ul style="list-style-type: none"> One 2-hr Workshop 	<ul style="list-style-type: none"> Review TM 1
2	<ul style="list-style-type: none"> Two 1-hr Meetings 	<ul style="list-style-type: none"> One 1-hr meeting for task 2.1 topics One 1-hr meeting for task 2.2 topics
2	<ul style="list-style-type: none"> One 2-hr Workshop 	<ul style="list-style-type: none"> Review TM 2
3	<ul style="list-style-type: none"> One 2-hr Workshop 	<ul style="list-style-type: none"> Establish Screening Criteria
3	<ul style="list-style-type: none"> Two 1-hr Meetings 	<ul style="list-style-type: none"> Two 1-hr meetings for task 3.2 topics
3	<ul style="list-style-type: none"> One 2-hr Workshop 	<ul style="list-style-type: none"> Discuss future urban runoff opportunities short list
3	<ul style="list-style-type: none"> One 2-hr Workshop 	<ul style="list-style-type: none"> Review TM 3
4	<ul style="list-style-type: none"> Three 1-hr Meetings 	<ul style="list-style-type: none"> Two 1-hr meetings for task 4.2 topics One 1-hr meeting for task 4.3 topics
4	<ul style="list-style-type: none"> Two 2-hr Workshops 	<ul style="list-style-type: none"> One 2-hr workshop for Task 4.1 One 2-hr workshop for Task 4.2
4	<ul style="list-style-type: none"> One 2-hr Workshop 	<ul style="list-style-type: none"> Review TM 4
5	<ul style="list-style-type: none"> One 2-hr Meeting 	<ul style="list-style-type: none"> One 2-hr meeting for task 5.1 and 5.4 topics
5	<ul style="list-style-type: none"> Two 2-hr Workshops 	<ul style="list-style-type: none"> One workshop for task 5.2 One workshop for task 5.3 and 5.5
5	<ul style="list-style-type: none"> One 2-hr Workshop 	<ul style="list-style-type: none"> Review TM 5
6	<ul style="list-style-type: none"> One 1-hr Meeting 	<ul style="list-style-type: none"> Discuss selection of 5 diversions for optimization
6	<ul style="list-style-type: none"> One 2-hr Workshop 	<ul style="list-style-type: none"> Review TM 6
7	<ul style="list-style-type: none"> Two 2-hr Workshops 	<ul style="list-style-type: none"> External Stakeholder Outreach
8	<ul style="list-style-type: none"> One 1-hr Workshop 	<ul style="list-style-type: none"> Present the draft Urban Runoff Optimization Plan

8	<ul style="list-style-type: none"> One 2-hr Workshop 	<ul style="list-style-type: none"> Review OC SAN, OCPW, and OCWD comments on draft report
8	<ul style="list-style-type: none"> Three 1-hr Meetings 	<ul style="list-style-type: none"> Present Urban Runoff Optimization Plan to OC SAN Executive Management team, OCPW, and OCWD.

CONSULTANT shall transmit the minutes to the OC SAN Project Manager within three business days of the meeting in MS Word format using OC SAN's template, or an approved substitution.

A copy of all comments on project issues obtained by CONSULTANT from OC SAN staff without direct OC SAN Engineering Project Manager's involvement shall be submitted for the Project Manager's approval within three business days of receipt.

TASK 11 - QUALITY CONTROL

CONSULTANT shall be responsible for the technical adequacy and quality control of his work. Prior to the submittal to OC SAN, each portion of a submittal shall be thoroughly reviewed and corrected by a member of the CONSULTANT's QC Team. The reviewer shall attest to their review in the form of a written affidavit outlining the submittal subject and identifying the corrected deficiencies.

V. GENERAL REQUIREMENTS

GENERAL

Working Hours

Meetings with OC SAN staff shall be scheduled from Monday through Friday between the hours of 8:00 AM and 4:00 PM. CONSULTANT's on-site staff shall conform to OC SAN work schedules, unless otherwise approved by OC SAN. CONSULTANT shall refer to the Engineering Design Guidelines, Chapter 01, Section 01.3.5 "CONSULTANT Inspection of Treatment Facilities" for further requirements.

Software

The CONSULTANT is expected to develop and provide the deliverables using the standard software currently approved for use by OC SAN. The standard OC SAN software includes, but is not limited to, the following:

- Windows 10 Professional
- Esri software 10.8.1 (ArcGIS Desktop, fGDB,pGDB or shapefile formats)
- Microsoft Internet Explorer 11
- AutoCAD Plant 3D version 2021 (for P&ID drawings only)

- Autodesk software version 2021 (AutoCAD, AutoCAD Map3D or compatible dwg file format)
- Microsoft Office 365
- Primavera P6 for scheduling
- Innovyze ICM Hydraulic Model version 9.0

Any software that the CONSULTANT needs to comply with these standards shall be purchased and maintained by the CONSULTANT at no additional cost to OC SAN. In the event OC SAN provides the CONSULTANT with access to OC SAN software and hardware at an OC SAN facility in order to facilitate performance of their work, all software shall remain the property of OC SAN. Only software licensed to OC SAN shall be installed on OC SAN equipment. In addition, only OC SAN IT Department staff will perform the installation of this software.

VI. STAFF ASSISTANCE

OC SAN staff member or designee assigned to work with CONSULTANT on the design of this project is Cindy Murra at (714) 593-7327, e-mail to: cmurra@ocsan.gov.

EXHIBITS:

Exhibit 1 Project Reference Materials

- Resolution No. OCSD 13-09 Dry Weather Urban Runoff Policy
- OCSD-53 Wastewater Discharge Regulations
- OC SAN Urban Runoff Diversion Map
- PS15-08 Collections Capacity Evaluation Study
- OC SAN Facilities Master Plan – **Available online at [Document Central | Orange County Sanitation District \(ocsan.gov\)](https://documentcentral.ocsan.gov)**
- OCPW/OCWD 2019 WEFTEC Paper “A Collaborative Integrated Water Resources Approach for Watershed and Water Supply Improvements in North Orange County, California
- OCPW 2020 WEFTEC Paper “Every Drop Counts – Water Balance in Orange County, California and its Implications on Integrated Water Management”

Exhibit 2 OC SAN Engineering Design Guidelines and Standards – Available online at [Document Central | Orange County Sanitation District \(ocsan.gov\)](https://documentcentral.ocsan.gov)

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