

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT  
TECHNICAL EVALUATION OF LOCAL LIMITS  
SPECIFICATION NO. CS-2025-666BD**

This PROFESSIONAL CONSULTANT SERVICES AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and EEC Environmental (hereinafter referred to as "Consultant"), and collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, OC San desires to obtain consulting services to complete the work necessary to establish the required technical evaluation of local limits as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"); and

WHEREAS, Consultant is qualified to provide the Services by virtue of experience, training, and expertise; and

WHEREAS, OC San desires to engage Consultant to render the Services as provided herein; and

WHEREAS, OC San selected Consultant to provide the Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on July 23, 2025, OC San's Board of Directors, by minute order, authorized execution of this Agreement.

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

**1. General.**

1.1 This Agreement and all exhibits hereto are made by OC San and the Consultant.

1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Agreement.

Exhibit "A" – Scope of Work (Conformed)

Exhibit "B" – Proposal and BAFO

Exhibit "C" – Determined Insurance Requirement Form

Exhibit "D" – Contractor Safety Standards

Exhibit "E" – Human Resources Policies

1.3 In the event of any conflict or inconsistency between the provisions of this Agreement and any of the provisions of the exhibits hereto, the provisions in the Agreement shall control and thereafter the provisions in the document highest in precedence shall be controlling.

1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Consultant as a result of work performed in anticipation of purchases of the Services by OC San.

- 1.5 Work Hours: The work required under the Agreement may include normal business hours, evenings, and weekends. OC San will not pay for travel time.
- 1.6 Work Hours: All meetings with OC San staff shall be scheduled Monday through Friday, between the hours of 7:30 a.m. and 4:30 p.m. OC San will not pay for travel time.
- 1.7 Days: Shall mean calendar days, unless otherwise noted.
- 1.8 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.9 The provisions of this Agreement may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.10 The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any paragraph or provision hereof.

## **2. Scope of Work.**

- 2.1 Consultant shall provide the Services identified in Exhibit "A" in a competent, professional, and satisfactory manner in accordance with generally accepted industry and professional standards, including fiduciary standards, ethical practices, and standards of care and competence for its trade/profession.
- 2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.
- 2.3 Familiarity with Work. By executing this Agreement, Consultant warrants that: (a) it has investigated the work to be performed; (b) it understands the facilities, difficulties, and restrictions of the work under this Agreement; and (c) it has examined the site of the work and is aware of all conditions at the site. Should Consultant discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Consultant's risk, until written instructions are received from OC San.
- 2.4 Performance. Time is of the essence in the performance of the provisions hereof.

## **3. Agreement Term.**

- 3.1 The Services shall be completed within one year from the effective date of the Notice to Proceed.
- 3.2 Extensions. The term of this Agreement may be extended only by an amendment signed by both Parties.

## **4. Compensation.**

- 4.1 As compensation for the Services provided under this Agreement, OC San shall pay Consultant a total amount not to exceed Four Hundred Fifty-Nine Thousand Eight

Hundred Forty Dollars (\$459,840.00).

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

**5. Payments and Invoicing.**

- 5.1 OC San shall pay itemized invoices for Milestones completed in accordance with Exhibit "A" and consistent with Exhibit "B" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.
- 5.2 Consultant shall submit its invoices to OC San Accounts Payable by electronic mail to [APStaff@OCSan.gov](mailto:APStaff@OCSan.gov). In the subject line include "INVOICE" and the Purchase Order Number.

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

- 6.1 To the extent Consultant's employees and/or its subconsultants perform work related to this Agreement for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Agreement. It is Consultant's responsibility to interpret and implement any prevailing wage requirements and Consultant agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Consultant and its subconsultants shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.
- 6.4 Consultant and its 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). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Consultant shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Consultant and its subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Consultant and its subconsultants shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Consultant and its subconsultants shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.

- 6.5.1 As a condition to receiving payments, Consultant agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Agreement.
- 6.6 The Consultant and its subconsultants shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Consultant and any of its subconsultants shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
- 6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or its subconsultant.
- 6.7 Consultant and its subconsultants shall comply with Labor Code sections 1810 through 1815. Consultant and its subconsultants shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Consultant shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 6.8 Consultant and its subconsultants shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Consultant or any subconsultant.
- 6.9 Consultant shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subconsultant: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Consultant and its subconsultants will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Consultant, by accepting this Agreement, certifies that:

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

commencing the performance of the work of this contract.”

Consultant shall ensure that all its contracts with its subconsultants provide the provision above.

**7. Davis-Bacon Act. (Not Used)**

- 8. Key Personnel.** Personnel, as provided in Exhibit “B,” are considered “key” to the work under this Agreement and will be available for the term of the Agreement. No person designated as key under this Agreement shall be removed or replaced without prior written consent of OC San. If OC San asks Consultant to remove a person designated as key under this Agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of reason, for OC San’s request. Consultant shall assign only competent personnel to perform Services under this Agreement.

- 9. Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, and agents in the performance of this Agreement shall be the property of OC San and shall be promptly delivered to OC San upon request of OC San’s Project Manager or designee or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by OC San of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at OC San’s sole risk and without liability to Consultant. Consultant shall ensure that all its contracts with its subconsultants provide for assignment to OC San of any documents or materials prepared by them.

**10. Ownership of Intellectual Property.**

- 10.1 Consultant agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items made during the course of this Agreement and arising from the Services (hereinafter referred to as “New Developments”) shall be and are assigned to OC San as its sole and exclusive property.
- 10.2 Consultant agrees to promptly disclose to OC San all such New Developments. Upon OC San’s request, Consultant agrees to assist OC San, at OC San’s expense, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which OC San shall deem necessary to apply for and to assign or convey to OC San, its successors and assigns, the sole and exclusive right, title, and interest in such New Developments. Consultant agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof regarding New Developments and confidential information.
- 10.3 Consultant warrants that Consultant will have good title to any New Developments and the right to assign New Developments to OC San free of any proprietary rights of any other party or any other encumbrance whatever.
- 10.4 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents

prepared or caused to be prepared by Consultant or its subconsultants in connection with the Services hereunder shall be delivered to and shall become the exclusive property of OC San. OC San may utilize such documents, at its own risk, for OC San's applications on other projects or extensions of this project.

**11. Right to Review Services, Facilities, and Records.**

11.1 OC San reserves the right to review any portion of the Services performed by Consultant under this Agreement and Consultant agrees to cooperate to the fullest extent possible in such endeavor.

11.2 Consultant shall furnish to OC San such reports, statistical data, and other information pertaining to Consultant's Services as shall be reasonably required by OC San to carry out its rights and responsibilities under its agreements with its bondholders or noteholders and any other agreement relating to the development of the project(s) and in connection with the issuance of its official statements and other prospectuses with respect to the offering, sale, and issuance of its bonds and other obligations.

11.3 The right of OC San to review or approve drawings, specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by Consultant shall not relieve Consultant of any obligation set forth herein.

**12. Conflict of Interest and Reporting.**

12.1 Consultant shall, at all times, avoid conflicts of interest or appearance of conflicts of interest in performance of this Agreement.

12.2 Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between Consultant's families, business, or financial interest and the Services under this Agreement and in the event of change in either its private interests or Services under this Agreement, it shall raise with OC San any question regarding possible conflict of interest which may arise as a result of such change.

12.3 Consultant shall maintain internal separation and confidentiality on all matters pending for OC San. To comply with this requirement, Consultant shall ensure that no employee or subcontractor of Consultant who is working on the projects authorized under the Agreement, works on any matter for any person or entity who holds a discharge permit with OC San, during the pendency of this Agreement. This Section 12 shall not prevent Consultant from contracting with and/or conducting work for persons or entities who hold discharge permits from OC San, provided that the employees and subcontractors doing work for OC San maintain internal separation in compliance with the requirements of Section 12 and Section 22 of this Agreement. Consultant shall further treat all information related to development of the work product authorized and delivered under this Agreement as confidential pursuant to Section 22 of this Agreement. Pursuant to Section 22, Consultant is prohibited from utilizing any information or knowledge gained through performance of this Agreement in any matter for any person or entity who holds a discharge permit with OC San. The confidentiality requirements of this Section 12, and of Section 22 shall survive this Agreement in perpetuity.

**13. Damage to OC San's Property.** Any of OC San's property damaged by Consultant, any subconsultant, subcontractor, or by the personnel of either will be subject to repair or replacement by Consultant at no cost to OC San.

14. **Freight (F.O.B. Destination).** Consultant assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Agreement.
15. **Audit Rights.** Consultant agrees that, during the term of this Agreement and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Consultant relating to the invoices submitted by Consultant pursuant to this Agreement.
16. **Contractor Safety Standards and Human Resources Policies.** OC San requires Consultant, its subconsultants, and its subcontractors to follow and ensure their employees follow all Federal, State, and local regulations as well as Contractor Safety Standards while working at OC San locations. If, during the course of the Agreement, it is discovered that Contractor Safety Standards do not comply with Federal, State, or local regulations, the Consultant is required to follow the most stringent regulatory requirement at no additional cost to OC San. Consultant, its subconsultants, and all of their employees shall adhere to all applicable Contractor Safety Standards in Exhibit "D" and the Human Resources Policies in Exhibit "E."
17. **Insurance.** Consultant and all its subconsultants shall purchase and maintain, throughout the term of this Agreement and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" – Determined Insurance Requirement Form. Consultant shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OC San, nor shall Consultant allow any subconsultant to commence service pursuant to a subcontract until all insurance required of the subconsultant has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Agreement.
18. **Indemnification and Hold Harmless Provision.** Consultant shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Consultant's Services under this Agreement, or by its subconsultant(s), or by anyone directly or indirectly employed by Consultant, and whether such damage or injury shall accrue or be discovered before or after the termination of the Agreement. Except as to the sole active negligence of or willful misconduct of OC San, Consultant shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Consultant's performance under the Agreement, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Agreement, and/or (c) on account of any goods and services provided under this Agreement. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Consultant or anyone employed by or working under Consultant. To the maximum extent permitted by law, Consultant's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Consultant agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Agreement.

**19. Independent Contractor.**

19.1 The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship.

19.2 During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. OC San assumes no liability for Consultant's action and performance nor assumes responsibility for taxes, funds, payments, or other commitments, expressed or implied, by or for Consultant.

19.3 Consultant shall not be considered an agent of OC San for any purpose whatsoever nor shall Consultant have the right to, and shall not, commit OC San to any agreement, contract, or undertaking. Consultant shall not use OC San's name in its promotional material or for any advertising or publicity purposes without prior expressed written consent.

19.4 Consultant shall not be entitled to any benefits accorded to those individuals listed on OC San's payroll as regular employees including, without limitation, worker's compensation, disability insurance, vacation, or holiday or sick pay. Consultant shall be responsible for providing, at Consultant's expense, disability, worker's compensation, and other insurance as well as licenses and permits usual or necessary for conducting the Services hereunder.

19.5 Consultant shall be obligated to pay any and all applicable Federal, State, and local payroll and other taxes incurred as a result of fees hereunder. Consultant hereby indemnifies OC San for any claims, losses, costs, fees, liabilities, damages, or penalties suffered by OC San arising out of Consultant's breach of this provision.

19.6 Consultant shall not be eligible to join or participate in any benefit plans offered to those individuals listed on OC San's payroll as regular employees. Consultant shall remain ineligible for such benefits or participation in such benefit plans even if a court later decides that OC San misclassified Consultant for tax purposes.

**20. Subcontracting and Assignment.** Consultant shall not delegate any duties nor assign any rights under this Agreement without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.

**21. No Solicitation of Employees.**

21.1 Consultant agrees that it shall not, during the term of this Agreement and for a period of one (1) year immediately following expiration or termination of this Agreement or any extension hereof, call on, solicit, or take away any of the employees whom Consultant became aware of as a result of Consultant's Services to OC San.

21.2 Consultant acknowledges that OC San's employees are critical to its business and OC San expends significant resources to hire, employ, and train employees. Should Consultant employ or otherwise engage OC San's employees during the term of this Agreement and for a period of one (1) year following expiration or termination of this Agreement, Consultant shall pay OC San fifty percent (50%) of the former employee's most recent annual salary earned at OC San to accurately reflect the reasonable value of OC San's time and costs. This payment is in addition to any other rights and remedies OC San may have at law.



**22. Confidentiality and Non-Disclosure.**

22.1 Consultant acknowledges that, in performing the Services hereunder, OC San may have to disclose to Consultant, orally and in writing, certain confidential information that OC San considers proprietary and has developed at great expense and effort.

22.2 Consultant agrees to maintain in confidence and not disclose to any person, firm, or corporation, without OC San's prior written consent, any trade secret, confidential information, knowledge, or data relating to the products, process, or operation of OC San.

22.3 Consultant further agrees to maintain in confidence and not to disclose to any person, firm, or corporation any data, information, technology, or material developed or obtained by Consultant during the term of this Agreement.

22.4 Consultant agrees as follows:

22.4.1 To use the confidential information only for the purposes described herein; to not reproduce the confidential information; to hold in confidence and protect the confidential information from dissemination to and use by anyone not a party to this Agreement; and to not use the confidential information to benefit itself or others.

22.4.2 To restrict access to the confidential information to its subconsultant or personnel of Consultant who (1) have a need to have such access and (2) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.

22.4.3 To return all confidential information in Consultant's possession upon termination of this Agreement or upon OC San's request, whichever occurs first.

22.4.4 To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.

22.4.5 The provisions of this section shall survive termination or expiration of this Agreement and shall continue for so long as the material remains confidential.

**23. Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Consultant, or any successor-in-interest, in the event of any default or breach by OC San or for any amount which may become due to Consultant or to its successor, or for breach of any obligation under the terms of this Agreement.

**24. Third-Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OC San and Consultant.

**25. Applicable Laws and Regulations.** Consultant shall comply with all applicable Federal, State, and local laws, rules, and regulations. Consultant also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Consultant's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Agreement whether or not specifically included or referenced.

26. **Licenses, Permits, Ordinances, and Regulations.** Consultant represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Agreement will be paid by Consultant.
27. **Regulatory Requirements.** Consultant shall perform all work under this Agreement in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
28. **Environmental Compliance.** Consultant shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Consultant, its subconsultants, subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
29. **California Air Resources Board Mobile Source Regulations.**  
Consultant and its applicable subconsultants and subcontractors shall comply with the following California Air Resources Board Mobile Source Regulations:
- Advanced Clean Fleet (ACF): 13 CCR 2013-2013.4; 13 CCR 2015-2015.6
  - Truck & Bus Regulation (T&B): 13 CCR 2025
  - Clean Truck Check (CTC): 13 CCR 2195-2199.1
  - Off-Road Diesel Amendments (ORD): 13 CCR 2449-2449.2
30. **California Voluntary Protection Program Annual Reporting Requirement. (Not Used)**
31. **Dispute Resolution.**
- 31.1 In the event of a dispute as to the construction or interpretation of this Agreement, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 31.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

32. **Remedies.** In addition to other remedies available in law or equity, if the Consultant fails to make delivery of the goods or Services or repudiates its obligations under this Agreement, or if OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (a) cancel the Agreement; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) “cover” by purchasing, or contracting to purchase, substitute goods or services for those due from Consultant. In the event OC San elects to “cover” as described in (c), OC San shall be entitled to recover from Consultant as damages the difference between the cost of the substitute goods or services and the Agreement price, together with any incidental or consequential damages.
33. **Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.
34. **Termination.**
- 34.1 OC San reserves the right to terminate this Agreement for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Consultant shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Consultant for work performed (cost and fee) through the date of termination. Consultant expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Agreement. Such notice of termination shall terminate this Agreement and release OC San from any further fee, cost, or claim hereunder by Consultant other than for work performed through the date of termination.
- 34.2 OC San reserves the right to terminate this Agreement immediately upon OC San’s determination that Consultant is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Agreement.
- 34.3 OC San may also immediately terminate this Agreement for default, in whole or in part, by written notice to Consultant:
- if Consultant becomes insolvent or files a petition under the Bankruptcy Act; or
  - if Consultant sells its business; or
  - if Consultant breaches any of the terms of this Agreement; or
  - if the total amount of compensation exceeds the amount authorized under this Agreement.
- 34.4 All OC San’s property in the possession or control of Consultant shall be returned by Consultant to OC San on demand or at the expiration or termination of this Agreement, whichever occurs first.
35. **Attorney’s Fees.** If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
36. **Waiver.** The waiver by either party of any breach or violation of, or default under, any provision of this Agreement, shall not be deemed a continuing waiver by such party of any

other provision or of any subsequent breach or violation of this Agreement or default thereunder. Any breach by Consultant to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.

37. **Severability.** If any section, subsection, or provision of this Agreement, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Agreement or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
38. **Survival.** The provisions of this Agreement dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Agreement.
39. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Agreement or the performance thereof.

40. **Notices.**

40.1 All notices under this Agreement must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

OC San: Donald Herrera  
Senior Buyer  
Orange County Sanitation District  
18480 Bandilier Circle  
Fountain Valley, CA 92708  
[dherrera@ocsan.gov](mailto:dherrera@ocsan.gov)

Consultant: John Shaffer  
CEO/Principal  
EEC Environmental  
1 City Boulevard West, Suite 1800  
Orange, CA 92868  
[jshaffer@eecenvironmental.com](mailto:jshaffer@eecenvironmental.com)

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

41. **Read and Understood.** By signing this Agreement, Consultant represents that it has read and understood the terms and conditions of the Agreement.
42. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.

43. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

Intentionally left blank. Signatures follow on the next page.

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

**ORANGE COUNTY SANITATION DISTRICT**

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

By: \_\_\_\_\_  
Ryan P. Gallagher  
Chair, Board of Directors

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

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

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

By: \_\_\_\_\_  
Kevin Work  
Purchasing & Contracts Manager

**EEC ENVIRONMENTAL**

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

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

**IG**

**EXHIBIT A**  
**SCOPE OF WORK**  
**TECHNICAL EVALUATION OF LOCAL LIMITS**  
**SPECIFICATION NO. CS-2025-666BD**

**EXECUTIVE SUMMARY/OVERVIEW**

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

Each day OC San treats more than 180 million gallons of wastewater, enough water to fill Angel Stadium over two and a quarter times. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining come from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries.

A professional staff of more than 600 employees manage the day-to-day activities of OC San. Our facilities include over 380 miles of sewer pipes, located throughout the county, and two (2) reclamation plants: one (1) in Fountain Valley, California and the other in Huntington Beach, California where wastewater is treated and reclaimed in accordance with all applicable state and federal standards.

OC San employees are on duty protecting public health and the environment by ensuring the sewer system efficiently operates 24 hours a day, 7 days a week and 365 days a year. OC San employees are very proud and take pride in providing our customers with quality service.

**1 Purpose and Background**

OC San seeks a qualified consulting firm (Consultant) to complete the Technical Evaluation of Local Limits (TELL) in accordance with the U.S. Environmental Protection Agency's (EPA) 2004 Local Limits Development Guidance document, as required by 40 CFR Section 403.5(c) and 40 CFR 122.44(j)(2)(ii). OC San currently has local discharge limits (local limits) in place (Table 1.1). Consultant will also be retained to support a revision of OC San's Wastewater Discharge Regulations, Ordinance No. OCSD-53, which will include changes that result from the TELL.

OC San's National Pollutant Discharge Elimination System (NPDES) Permit No. CA0110604 was renewed by the California Regional Water Quality Control Board, Santa Ana Region, effective on August 1, 2021. The permit renewal requires OC San to provide a technical evaluation of local pretreatment limitations within two (2) years of the completion of the GWRS Final Expansion project. Note that prior to this renewal, OC San had existing local limits in place and a local ordinance as part of its established pretreatment program.

OC San operates the following wastewater reclamation plant(s):

- Reclamation Plant No. 1 located at 10844 Ellis Avenue in Fountain Valley with a 182 mgd secondary, dry weather facility design flow and 345 mgd secondary, wet weather facility design flow. During FY 2022-2023, the average daily influent flow to Plant No. 1 was 122 mgd, and the estimated FY 2023-2024 average daily influent flow to Plant No. 1 is 124 mgd.
- Reclamation Plant No. 2 located at 22212 Brookhurst Street in Huntington Beach with a 150 mgd secondary, dry weather facility design flow and 317 mgd

secondary, wet weather facility design flow. During FY 2022-2023, the average daily influent flow to Plant No. 2 was 63 mgd, and the estimated FY 2023-2024 average daily influent flow to Plant No. 2 is 68 mgd.

- OC San provides secondary effluent to the Orange County Water District (OCWD) Groundwater Replenishment System (GWRS) located at 18700 Ward Street in Fountain Valley with a 130 mgd design capacity and permitted under Waste Discharge Requirements Order No. R8-2022-0050 and NPDES No. CA800408. The GWRS Final Expansion project is substantially complete; however, OC San has had significant periods of time in which the flows remained in Combined Mode versus Separated Mode due to operational or maintenance issues. In November 2024, GWRS started to ramp up to produce up to 130 mgd of Final Product Water.

During FY 2022/23, the pretreatment program managed a total of 533 active permits/certifications. 24 new permits were issued, including 13 Class I permits, one Fats, Oils and Grease (FOG) permit, four (4) waste hauler permits, and six (6) special purpose discharge permits. 32 permits were listed as void or expired during the fiscal year (most due to ownership, location, or class changes and subsequent re-issuances), including 17 Class I permits, one (1) Class II permit, two (2) FOG permits, seven (7) Special Purpose Discharge Permits, four (4) waste hauler permits, and one (1) zero discharge certification. Of the 329 Class I permits, 192 were subject to Federal Categorical Pretreatment Standards. Of the seven (7) Special Purpose Discharge Permits that were voided/expired, and the six (6) newly issued Special Purpose Discharge Permits, one (1) was a short-term issuance that is newly issued and voided or expired during the same reporting period. Similarly, 13 newly issued Class I permits were issued and voided within the FY 2022/23 reporting period. This level of permit activity represents no significant change compared to the total number of active permits at the end of FY 2021/22. FY 2023/24 pretreatment program permits/certifications counts were slightly higher than FY2022/23.

In 2016, OC San completed a TELL study and revised its ordinance to be effective July 1, 2016. The 2016 Ordinance removed the numeric BOD concentration limit; removed the Cyanide Amenable and Total Toxic Organic limits; revised chromium and silver limits; and added 1,4-dioxane; molybdenum; and selenium limits. Biochemical Oxygen Demand (BOD) and ammonia were assigned Mass Allocations, meaning that OC San would track these constituents to determine if local limits are required. The 2016 Ordinance was revised in July 2019, but with no change in the local limits. As of today, the limits set in 2016 are still in effect and shown in Table 1.1.

| <b>Table 1.1 OC San's Maximum Allowable Local Discharge Limits</b><br>Orange County Sanitation District, Resource Protection Division |                     |   |                     |
|---|---------------------|---|---------------------|
| <b>Constituent</b>  | <b>Limit (mg/L)</b> | <b>Constituent</b>                            | <b>Limit (mg/L)</b> |
| 1,4-Dioxane   | 1.0                 | Nickel  | 10.0                |
| Arsenic   | 2.0                 | Oil and Grease of Mineral or Petroleum Origin | 100.0               |
| Cadmium   | 1.0                 | Pesticides                                    | 0.01                |
| Chromium (Total)  | 20.0                | Polychlorinated Biphenyls (PCB)               | 0.01                |
| Copper  | 3.0                 | Selenium                                      | 3.9                 |
| Cyanide (Total)   | 5.0                 | Silver  | 15.0                |



|            |      |                     |      |
|------------|------|---------------------|------|
| Lead       | 2.0  | Sulfide (Dissolved) | 0.5  |
| Mercury    | 0.03 | Sulfide (Total)     | 5.0  |
| Molybdenum | 2.3  | Zinc                | 10.0 |

## 2 Description

OC San is permitted under Waste Discharge Requirements Order No. R8-2021-0010 (NPDES No. CA0110604) issued on July 28, 2021 and manages an EPA-approved industrial pretreatment program. In accordance with its National Pollutant Discharge Elimination System (NPDES) permit, OC San must provide a written technical evaluation of the need to revise its local limits under 40 CFR 403.5(c)(1) following permit issuance or reissuance (40 CFR 122.44 (j)(2)(ii)).

The TELL applies to the sewer service areas of OC San RP1 in Fountain Valley and OC San RP 2 in Huntington Beach. OCWD's GWRS must also be considered in the local limit evaluation, since GWRS draws treated secondary wastewater from both reclamation plants.

The primary purpose of the TELL is to protect OC San's POTWs' treatment processes, meet current NPDES permit requirements, protect biosolids quality, enable continuing water reclamation and other beneficial reuse opportunities, and protect workers health and safety. According to the EPA's 2004 *Local Limits Development Guidance* document, the TELL must assess current operating conditions or environmental criteria to determine whether the existing maximum allowable headworks loadings (MAHLs) should be recalculated or reallocated, or additional local limits should be developed. In addition, the TELL must determine which pollutants need to be further evaluated and for which criteria. In summary, the TELL comprises of similar steps used to develop local limits and are summarized in Section 3 below.

## 3 Project/Work Elements

Local limits shall be evaluated by Consultant based on site-specific conditions at OC San's wastewater collection and treatment system and OCWD's GWRS and be consistent with the EPA's 2004 *Local Limits Development Guidance* document and any additional requirement set forth by the Santa Ana Regional Water Quality Control Board. Consultant shall evaluate local limits to protect against Pass Through, Interference, problems with the operation of the treatment works, Interference with the collection system or biosolids disposal (see 40 CFR 403.2), causing or contributing to adverse conditions to worker health and safety, and any negative impacts to OC San's beneficial uses, including maintaining OC San's capability to generate secondary effluent suitable for water reclamation.

The following subsections discuss the steps necessary to successfully complete the TELL by the Consultant.

### 3.1 Pollutants of Concern (POC) Identification

Consultant shall ensure that all potential pollutants of concern are properly identified. Per EPA's 2004 *Local Limits Development Guidelines*, at a minimum, the following parameters should be considered POCs:

- 15 national pollutants of concern commonly found in OC San's POTWs effluent and biosolids.

- Pollutants limited through OC San's NPDES permit.
- Parameters that have a "monitoring only" requirement in OC San's NPDES permit.
- Pollutants that have caused operational upsets at OC San's POTWs or in the collection system.
- Pollutants regulated by 40 CFR Part 503 standards for the use or disposal of sewage sludge.
- Pollutants that may have the potential to exceed water quality criteria, including any California Toxic Rule parameters.
- Wastewater Treatment Inhibition
- Best Professional Judgment Related to Interference
- Health and Safety Exposure and Air Quality Releases
- Any additional site-specific pollutants of concern, including any pollutants that may be present in industrial user discharges that are not included in one of the categories above.

Additional parameters and criteria applicable to OC San include:

- GWRS Maximum Contaminant Levels and Notification Levels
- GWRS OCWD Levels of Service

### **3.2 Monitoring Data**

Consultant shall be responsible for sampling, collecting data/information from OC San and analyzing data for further sampling/data needs. There must be sufficient wastewater sampling data to successfully complete the TELL. The primary purpose of the monitoring data may include: (1) to identify and confirm the presence of POCs and (2) to assure sufficient data is available to complete the TELL. Second, monitoring data may be used to (1) determine POC loadings and treatment process removal efficiencies, (2) to determine site-specific inhibition thresholds, and (3) to estimate loadings from industrial users (IUs), domestic, and other sources. This technically based local limits evaluation applies to the sewer service areas of OC San RP1 in Fountain Valley and OC San RP2 in Huntington Beach. It is worth noting that influent flow from the Santa Ana Watershed Project Authority (SAWPA) is tributary to RP1 via the Santa Ana River Interceptor (SARI) Line, but the flow is immediately redirected to RP2. When RP2 is operating in Separated Mode, the SARI Line flows to the non-re-claimable side of RP2. During dry weather conditions, OC San also accepts dry weather urban runoff within the service area. The OCWD GWRS also factors into this local limit evaluation, because GWRS draws treated secondary wastewater from RP1 and RP2.

In March 2023, the GWRS Final Expansion project was completed. As a result, effluent from RP2 can also be reclaimed at GWRS except for non-reclaimable flows, including the SARI Line, which is not permitted for groundwater replenishment. The non-reclaimable flow has been segregated from other domestic wastewater flows at RP2, and the non-reclaimable flow receives secondary treatment prior to being discharged to the ocean. This new flow configuration warrants a monitoring dataset that reflects the new operating conditions at OC San facilities to complete the TELL. To that end, OC San suggests at least two sampling events for the Consultant's consideration; however, the Consultant may propose and justify an alternative sampling plan, which would more suitably serve OC San than OC San's suggested TELL sampling approach. OC San's sampling suggestion is described below.

OC San also operates a dedicated waste hauler discharge station at RP1 for the disposal of septage, chemical toilets, brine, cesspool, and non-industrial food service establishment (FSE) grease interceptor wastes collected by independent waste haulers. The discharges are transferred via a major interplant sewer to RP2 for treatment with the non-reclaimable flow. OC San RP2 has a back-up waste hauler station used during RP1 waste hauler station service interruptions.

The new flow configuration at RP2 also warrants a reevaluation or reestablishment of the boundary around RP1, RP2, and GWRS because there are numerous points where regulatory or inhibitory limits are applicable to POCs at these three systems.

### **3.2.1 Minimum Sampling Events**

One way to conduct the sampling is to plan for two separate multi-day sampling events. The first sampling event is sampling in OC San's collection system to determine the background baseload from residential/commercial sources. The EPA's 2004 guidance manual strongly recommends characterizing domestic loadings through site-specific monitoring and from sewer lines that receive wastewater solely from domestic sources. Sampling daily for one (1) or two (2) weeks a minimum of three residential locations of differing socio-economic natures is recommended to establish the domestic loading received from residents in OC San's service area. The second sampling event is sampling internally at OC San to determine the removal efficiencies across the treatment plants and major unit operations. The analytical results from both sampling events aims to meet the minimum data requirements for the TELL and evaluates the extent of pollutant of concern loadings at OC San's facilities and from residential/commercial areas.

### **3.2.2 Analytical Method Requirement**

According to OC San's NPDES permit, "*Standard Provisions – Monitoring*," monitoring for quantitative data shall be conducted in accordance with sufficiently sensitive analytical methods approved under 40 CFR 136 or required under 40 CFR 1, subchapter N or O. For the purposes of the TELL, this requirement will be followed for all analyses performed.

## **3.3 Removal Efficiencies**

The consultant must re-determine appropriate removal efficiencies for each POC that is included in the local limits evaluation. Removal efficiencies for each POC will serve as input values to compute the maximum allowable headworks loadings (MAHLs).

## **3.4 MAHL Calculations**

The re-computation of each MAHL is warranted and will be completed by the Consultant. The MAHL functions as an estimate of the upper limit of pollutant loading to OC San's POTWs intended to prevent Pass Through or Interference. The allowable headworks loading (AHL) must be calculated for all appropriate criteria for OC San. These criteria should be protective for all POCs identified in the TELL and may include water quality-based limits, treatment processes inhibition, biosolids land application, and operator health and safety issues. The MAHL for each POC is computed using three (3) steps:

- Removal efficiencies calculations
- AHLs calculations for each environmental criterion
- The most stringent AHL for each POC is designated as the MAHL

### **3.5 Maximum Allowable Industrial Loading Calculations**

Following the calculation for the applicable maximum allowable industrial loadings (MAILs) for each POC, the MAIL is calculated from the MAHL by subtracting estimates from uncontrolled sources (domestic sources) and growth allowance. Additionally, the MAHL must be further adjusted with a safety factor.

Currently, RP2 can be operated either under combined influent flows or separated influent flows (reclaimed and non-reclaimed wastewater flows). These two distinct flow configurations pose the question of which scenario is the most susceptible to Pass Through and Interference. The Consultant will establish the worst-case scenario and determine the most protective MAILs to OC San's wastewater reclamation plants and GWRS.

### **3.6 Allocation Methods**

The allocation method(s) used for each POC must be established and well-documented. If multiple allocation methods are employed across the final list of local limits, the TELL must describe which allocation method is used for each POC and must provide justification why that particular allocation method was recommended for the specific POC.

### **3.7 Conclusions and Recommendations**

A final report detailing the findings from the TELL, including the potential need for new local limits, is part of the scope of this evaluation, and the final report must be submitted to OC San for review and approval.

### **3.8 Ordinance Revision - Revision of OCSD-53 Establishing Wastewater Discharge Regulations, Revising Article 2, Section 216, Maximum Allowable Local Discharge Limits**

The TELL may result in changes to the currently established local limits (concentration and mass-based limits). Upon completion of the TELL, the local limits must be updated and then adopted by OC San and each of the contributing jurisdictional authorities (OC San's Delegated Control Authorities). Following the local limits adoption by OC San, OC San will submit for approval by the Santa Ana Regional Water Quality Control Board the local limits evaluation and the revised sewer use ordinance as a modification to the approved pretreatment program under 40 CFR 403.18. Upon approval, the local limits would be incorporated into all industrial user permits issued by OC San and the contributing jurisdictional authorities.

The proposed revisions to the Wastewater Discharge Regulations include revisions to the local limits table, Article 2, Section 216. Revision to the local limits table is a result of a mandatory technical evaluation. The regulatory changes are both required and requested changes from the EPA and the Santa Ana Regional Water Quality Control Board.

Ordinance No. OCSD-53 is a legal mechanism implemented by OC San that sets out requirements for the discharge of pollutants into OC San's collection system, reclamation and treatment facilities, ensures that OC San has adequate legal authority to effectively implement its local Pretreatment Program, and contains Local Limits controlling discharge of pollutants that Users of OC San's sewer collection systems must satisfy.

The Consultant will be retained to support OC San's Ordinance revision. The Consultant's role includes serving as a technical resource to OC San staff (who will be developing Ordinance revisions based on the TELL findings) and may involve participation at both public outreach and regulatory meetings when the TELL findings and recommendations

are presented and discussed ahead of adoption by OC San's Board of Directors and acceptance by the Santa Ana Regional Water Quality Control Board.

### **3.9 Additional Considerations to the Proposed Services to be Provided**

The Consultant shall approach the local limits evaluation by utilizing existing data to the greatest extent possible and data collected during the monitoring event described in Section 3.2. The development of defensible and technically based local limits must be based on data that is sufficient to withstand critical review by the State, EPA and industrial dischargers.

The Consultant shall obtain all relevant available data from OC San and from the monitoring event described in Section 3.2 above. This task shall include data reduction into a consistent electronic format and auditing against raw lab data. OC San will provide existing data that OC San has available for the TELL calculations. Consultant shall coordinate with OC San staff to identify and gather necessary data.

OC San may request additional support from Consultant to assist in evaluating the potential impact local limits have on the current and future industries. The Consultant may be requested to use this evaluation to provide recommendations to OC San on the type of local limits to be adopted and options for implementing Best Management Practices, where appropriate.

Throughout the project, the Consultant shall work closely with OC San and shall provide bi-weekly status reports.

## **4 Resources Available**

All meetings will be held either utilizing the Microsoft Teams teleconferencing application or an alternative method directed by OC San. A hybrid meeting facilitation approach (virtual and/or in person) offers great flexibility to OC San and the Consultant and should be considered for this project.

During site visits and/or inspections, the Consultant shall meet at a designated area by OC San officials at Plant No. 1, Plant No. 2, or the Headquarters building. The Consultant shall be responsible for providing personal protective equipment for its work force. The safety equipment shall meet or exceed OC San's safety standards. Office facilities for the Consultant's workforce are the responsibility of the Consultant. Conference call meetings involving dial-in services are the responsibility of the Consultant.

Meeting agendas must be provided by the Consultant to OC San's staff at least 48 hours prior to the meeting. Following each meeting, meeting minutes shall be submitted by the Consultant to OC San within one (1) week for review.

Any and all fees required by State, County, City and/or municipal laws, codes and/or tariffs that pertain to work performed under the terms of this Agreement will be paid by Consultant.

## **5 Project Schedule**

A general project schedule (Table 3.1) includes a kick-off and safety meeting in person and a facility walk at OC San RP 1, OC San RP 2, and OCWD GWRS. The entries with dates are the current target dates around which the rest of the work is to be planned and scheduled. The Consultant shall establish a firm project schedule and tasks in Microsoft Project and shall comply with the timelines and milestones outlined in the project schedule.

**Table 3.1 – General Project Schedule (Sampling Alternative No. 1)**

| <b>Milestones</b>  | <b>Date</b>  |
|--|--|
| 1. Attend OC San Safety Meeting  | within 15 days of Notice to Proceed, at start of Kick-Off Meeting  |
| 2. Co-host Kick-Off Meeting and Visit Sites (Plant Nos. 1 and 2 and GWRS, as schedules allow)  | within 15 days of Notice to Proceed                                |
| 3. Submit Draft Implementation Plan with initial baseline schedule   | within 2 weeks of Kick-Off Meeting                                 |
| 4. Submit Final Implementation Plan with final baseline schedule   | within 2 weeks of discussing with OC San Draft Implementation Plan |
| 5. Submit determination of adequacy of available data  | within 2 weeks of Final Implementation Plan accepted by OC San     |
| 6. If available data is inadequate, submit plans for additional sampling to gather the data and a corresponding Sampling and Laboratory Analysis Plan (SLAP) for each sampling event | within 2 weeks of final data adequacy determination                |
| 7. Conduct sampling for additional data  | Within 6 months of sampling plans accepted by OC San               |
| 8. Technical Memorandum #01 – Pollutants of Concern  | Within 2 weeks of receipt of final sampling data                   |
| 9. Technical Memorandum #02 - Flows and Loads  | Within 4 weeks of Technical Memorandum #01                         |
| 10. Technical Memorandum #03 - AHLs, MAHLs, MAILs, Domestic Waste Characteristics and Loadings, local limits   | Within 4 weeks of Technical Memorandum #02                         |
| 11. Local Limits Spreadsheets  | Within 2 weeks of Technical Memorandum #02                         |
| 12. Discussion of Draft Local limits   | Within 2 weeks of Technical Memorandum #02                         |
| 13. Submit Draft Final Report  | Within 2 weeks of settling local limits                            |
| 14. Discussion of Draft Final Report   | Within 2 weeks of submitting draft Final Report                    |
| 15. Submit Final Report  | December 2025  |
| 16. Ordinance Revision Completion  | June 30, 2026  |

## 6 Project Management

Project management includes Consultant's attendance at a kick-off/safety meeting, written bi-weekly updates, and planning for, coordination of, and attendance of weekly project coordination meetings.

Consultant shall be responsible for detailed management of the project and shall keep OC San apprised of the status of the project. At the kick-off meeting, Consultant shall provide a list of personnel working on the project, including the key management personnel. Consultant shall not reassign the key project personnel without prior approval of OC San.

However, OC San may request reassignment of any of Consultant's personnel, based on the adequacy of performance.

### **6.1 Project Kick-Off and Follow-up Meeting**

Within fifteen (15) business days of receiving the Notice to Proceed, Consultant shall schedule, attend, and lead a project kick-off meeting with OC San's Environmental Services staff in person or an alternative method directed by OC San. The Consultant shall be available to attend follow-up meetings and/or conference calls as deemed necessary by OC San.

### **6.2 Implementation Plan and Progress Reports**

Following the Notice to Proceed, the draft implementation plan review shall take place as outlined in the Project Schedule in Section 5 above. This draft and final implementation plan shall include a list of activities and a baseline schedule with milestones that are scheduled to be accomplished by each progress report. Each progress report shall include an updated schedule and presentation of findings and project progress. Upon OC San's review and concurrence, Consultant shall revise and submit final reports within two (2) weeks.

### **6.3 Project Coordination Conferences**

Project coordination meetings will be either conference calls via Microsoft Teams or an alternative method directed by OC San and shall be held on a bi-weekly basis each Thursday. At a minimum, these meetings shall be attended by appropriate OC San representatives (e.g., Environmental Services staff, etc.) and Consultant's Project Manager. The agenda shall be set by the Consultant based on the prior week's activities. Consultant shall report: 1) progress against schedule; 2) significant issues; 3) future planning; and 4) resource requirements. Additional items may be added to the agenda at OC San's and/or Consultant's request and agreed upon by OC San and Consultant.

Additional meetings may be scheduled on an as-needed basis as deemed necessary by OC San and Consultant. Consultant shall schedule, attend, and lead progress meeting via Microsoft Teams teleconferencing application or an alternative method directed by OC San.

## **7 Deliverables**

Deliverables shall include:

- **Technical Memorandum #01** – Identification of POCs in Microsoft Word Office 365, unprotected and Microsoft Excel Office 365, unprotected with full functionality and no add-in modules. This memorandum shall identify the pollutants that may require local limits for non-domestic wastewater sources to protect the wastewater collection systems, reclamation plants, and GWRS from pollutant-related operational Interference or treatment unit inhibition, or the Pass Through of pollutants to the receiving waters, biosolids, or ground water replenishment. It shall also provide justifications for the choice of the POCs and identify those that are eliminated from further consideration.
- **Technical Memorandum #02** – Assessment of Flows and Loads. This memorandum shall include an evaluation of the relevant wastewater flows and

loads within RP1, RP2 and GWRS. This memorandum shall also present the calculated expected removal rates for the POCs identified in Technical Memorandum No. 1.

- **Technical Memorandum #03** – Determination of the AHLs, MAHLs, MAILs, and Local Limits Allocation.
- **Local Limits Spreadsheet Program** in Microsoft Excel Office 365 unprotected with full functionality and no add-in modules.
- Approved **Final Report** in Microsoft Word Office 365, unprotected.

## 7.1 Final Report

Consultant shall submit a comprehensive Final Report to OC San for review, comments, and approval no later than sixty (60) calendar days following completion of the local limits evaluation. Results of the TELL shall be presented in three technical memoranda and a final report presenting the outcome of various steps of the evaluation as follows:

- Technical Memorandum #01 - Pollutants of Concern (MS Word Office 365, MS Excel Spreadsheet Office 365, all native files)
- Technical Memorandum #02 - Flows and Loads (MS Word Office 365, MS Excel Spreadsheet Office 365, all native files)
- Technical Memorandum #03 - AHLs, MAHLs, MAILs, Local Limits (MS Word Office 365, MS Excel Spreadsheet Office 365, all native files)
- Local Limits Report #01 (MS Word Office 365, MS Excel Spreadsheet Office 365, all native files)
- Local Limits Calculation Spreadsheets (MS Excel Office 365 Royalty Free, No Add-ins)
- Five hard-bound copies of the technical memoranda and final report with wet signatures and unlocked pdfs thereof

## 7.2 Notice Regarding Late Delivery

Consultant shall notify OC San immediately if the scheduled delivery will be delayed. Consultant shall include in the notification the rationale for late delivery, the expected date for the delivery, and the project impact of the delay. The OC San Project Manager will review the new schedule and provide guidance to Consultant.

## 8 Safety & Hazardous Materials

Consultant is required to receive the appropriate safety instructions from designated OC San safety staff. Participation in this instruction is mandatory. Consultant shall participate in a one-hour safety training to be facilitated by OC San prior to conducting any fieldwork.

Consultant shall follow all OC San safety guidelines established for guests, contractors, and vendors. In addition, OC San will have the right to modify the way the training is delivered if it is not able to be done in person due to extraordinary circumstances including but not limited to recorded or live virtual training. Please review the latest OC San, Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), and Orange County Health Care Agency (OCHCA) COVID-19 guidelines in order to be informed on the most current safety requirements.



## **8.1 Plant Safety Awareness**

Prior to beginning work, the Consultant shall attend a Job Site Safety Analysis meeting to identify and address hazards and safety concerns with personnel from OC San Risk Management Division.

## **9 Contract Management**

Consultant shall only submit invoices to OC San for payment once each milestone is achieved, confirmed to be in compliance with the deliverables noted in Section 7, and acceptance has been obtained from OC San Project Manager.

### **9.1 Sub-consultant Expenses**

Should the Consultant subcontract all or part of this work, the Consultant shall subcontract with suitably qualified and approved specialist companies to provide specific services and equipment as needed to augment the directly provided services. The Consultant shall be responsible for the expenses associated with the activities of all sub-consultants utilized under this Agreement.

### **9.2 Quality Assurance**

All work under this Agreement shall be monitored by the OC San Project Manager. Final inspection and acceptance of all work performed, reports and other deliverables shall be performed by the Review Team assembled by OC San. General quality measures as set forth below shall be applied to each work product received from Consultant under this Scope of Work (SOW).

- Accuracy - Work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this SOW.
- File Editing - All text and diagrammatic files shall be editable by OC San.
- Format - Final submittals shall be submitted in both hard copy and electronically in media specified prior to submission of the final reports.
- Timeliness - Submittals shall be submitted on or before the due date specified in this SOW or submitted in accordance with a later scheduled date determined by or approved by the OC San Project Manager.

The Review Team shall review, for completeness, preliminary and draft documentation that Consultant submits, and return submissions to Consultant for correction. Absence of any comments by the Review Team shall not relieve Consultant of the responsibility for complying with the requirements of this SOW. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by OC San. Consultant shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with

this SOW. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

#### **10 Staff Assistance**

OC San Project Manager or a designee of the OC San Project Manager will be the assigned single point of contact with Consultant's Project Manager. Any meetings and/or correspondence related to this project shall be scheduled and approved by the Project Manager.