



ORANGE COUNTY SANITATION DISTRICT **SPECIAL NOTICE REGARDING CORONAVIRUS (COVID-19)** **AND ATTENDANCE AT PUBLIC MEETINGS**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 12, 2020 and March 18, 2020, Governor Newsom issued Executive Order N-25-20 and Executive Order N-29-20, which temporarily suspend portions of the Brown Act which addresses the conduct of public meetings.

The General Manager and the Chairman of the Board of Directors have determined that due to the size of the Orange County Sanitation District's Board of Directors (25), and the health and safety of the members, the Board of Directors will be participating in meetings of the Board telephonically and via Internet accessibility.

PUBLIC PARTICIPATION

Your participation is always welcome. The Operations Committee meeting will be available to the public online at:

<https://ocsd.legistar.com/Calendar.aspx>

You may submit your comments and questions in writing for the Operations Committee's consideration in advance of the meeting by using the eComment feature available via the webpage above or sending them to OCSDClerk@ocsd.com with the subject line "PUBLIC COMMENT ITEM # (insert the item number relevant to your comment)" or "PUBLIC COMMENT NON-AGENDA ITEM". Submit your written comments by 5:00 p.m. on Tuesday, November 3, 2020.

You may also submit comments and questions for the Committee's consideration during the meeting by using the eComment feature that will be available via the webpage above for the duration of the meeting.

All public comments will be provided to the Operations Committee and may be read into the record or compiled as part of the record.

Thank you.

Serving:

Anaheim

Brea

Buena Park

Cypress

Fountain Valley

Fullerton

Garden Grove

Huntington Beach

Irvine

La Habra

La Palma

Los Alamitos

Newport Beach

Orange

Placentia

Santa Ana

Seal Beach

Stanton

Tustin

Villa Park

County of Orange

Costa Mesa
Sanitary District

Midway City
Sanitary District

Irvine Ranch
Water District

Yorba Linda
Water District



Orange County Sanitation District

10844 Ellis Avenue, Fountain Valley, CA 92708
714.962.2411 • www.ocsd.com

October 28, 2020

NOTICE OF MEETING

OPERATIONS COMMITTEE ORANGE COUNTY SANITATION DISTRICT

Wednesday, November 4, 2020 – 5:00 P.M.

ACCESSIBILITY FOR THE GENERAL PUBLIC

Due to the spread of COVID-19, the Orange County Sanitation District will be holding all upcoming Board and Committee meetings by teleconferencing and Internet accessibility. This meeting will be available to the public online at:

<https://ocsd.legistar.com/Calendar.aspx>

A regular meeting of the Operations Committee of the Orange County Sanitation District will be held in the manner indicated herein on
Wednesday, November 4, 2020 at 5:00 p.m.

***Our Mission:** To protect public health and the environment by providing effective wastewater collection, treatment, and recycling.*

OPERATIONS COMMITTEE MEETING DATE	BOARD MEETING DATE
11/04/20	<i>11/18/20 *</i>
12/02/20	<i>12/16/20 *</i>
JANUARY DARK	01/27/21
02/03/21	02/24/21
03/03/21	03/24/21
04/07/21	04/28/21
05/05/21	05/26/21
06/02/21	06/23/21
07/07/21	07/28/21
AUGUST DARK	08/25/21
09/01/21	09/22/21
10/06/21	10/27/21

**** Meeting will be held on the third Wednesday of the month***

ROLL CALL

OPERATIONS COMMITTEE Engineering and Operations & Maintenance

Meeting Date: November 4, 2020

Time: 5:00 p.m.

Adjourn: _____

COMMITTEE MEMBERS (14)

Robert Collacott (Chair)	
Mariellen Yarc (Vice-Chair)	
Brad Avery	
Allan Bernstein	
Doug Chaffee	
Brooke Jones	
Steve Jones	
Lucille Kring	
Sandra Massa-Lavitt	
Nelida Mendoza	
Jesus J. Silva	
Fred Smith	
David Shawver (Board Chair)	
John Withers (Board Vice-Chair)	

OTHERS

Brad Hogin, General Counsel	

STAFF

Jim Herberg, General Manager	
Rob Thompson, Assistant General Manager	
Lorenzo Tyner, Assistant General Manager	
Celia Chandler, Director of Human Resources	
Kathy Millea, Director of Engineering	
Lan Wiborg, Director of Environmental Services	
Kelly Lore, Clerk of the Board	

ORANGE COUNTY SANITATION DISTRICT
BOARD OF DIRECTORS
Complete Roster

Effective 06/16/2020

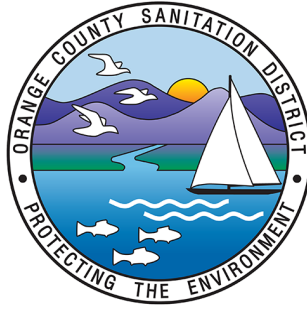
AGENCY/CITIES	ACTIVE DIRECTOR	ALTERNATE DIRECTOR
Anaheim	Lucille Kring	Denise Barnes
Brea	Glenn Parker	Cecilia Hupp
Buena Park	Fred Smith	Connor Traut
Cypress	Mariellen Yarc	Stacy Berry
Fountain Valley	Steve Nagel	Patrick Harper
Fullerton	Jesus J. Silva	Jan Flory
Garden Grove	Steve Jones	John O'Neill
Huntington Beach	Erik Peterson	Lyn Semeta
Irvine	Christina Shea	Anthony Kuo
La Habra	Tim Shaw	Rose Espinoza
La Palma	Peter Kim	Nitesh Patel
Los Alamitos	Richard Murphy	Dean Grose
Newport Beach	Brad Avery	Joy Brenner
Orange	Mark Murphy	Kim Nichols
Placentia	Chad Wanke	Ward Smith
Santa Ana	Nelida Mendoza	David Penaloza
Seal Beach	Sandra Massa-Lavitt	Schelly Sustarsic
Stanton	David Shawver	Carol Warren
Tustin	Allan Bernstein	Chuck Puckett
Villa Park	Robert Collacott	Chad Zimmerman

Sanitary/Water Districts

Costa Mesa Sanitary District	James M. Ferryman	Bob Ooten
Midway City Sanitary District	Andrew Nguyen	Margie L. Rice
Irvine Ranch Water District	John Withers	Douglas Reinhart
Yorba Linda Water District	Brooke Jones	Phil Hawkins

County Areas

Board of Supervisors	Doug Chaffee	Donald P. Wagner
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**Orange County Sanitation District
OPERATIONS COMMITTEE
Regular Meeting Agenda
Wednesday, November 4, 2020 - 5:00 PM
Board Room
Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433**

AGENDA POSTING: In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted outside the main gate of the Sanitation District's Administration Building located at 10844 Ellis Avenue, Fountain Valley, California, and on the Sanitation District's website at www.ocsd.com not less than 72 hours prior to the meeting date and time above. All public records relating to each agenda item, including any public records distributed less than 72 hours prior to the meeting to all, or a majority of the Board of Directors, are available for public inspection in the office of the Clerk of the Board.

AGENDA DESCRIPTION: The agenda provides a brief general description of each item of business to be considered or discussed. The recommended action does not indicate what action will be taken. The Board of Directors may take any action which is deemed appropriate.

MEETING AUDIO: An audio recording of this meeting is available within 24 hours after adjournment of the meeting. Please contact the Clerk of the Board's office at (714) 593-7433 to request the audio file.

NOTICE TO DIRECTORS: To place items on the agenda for a Committee or Board Meeting, the item must be submitted in writing to the Clerk of the Board: Kelly A. Lore, MMC, (714) 593-7433 / klore@ocsd.com at least 14 days before the meeting.

FOR ANY QUESTIONS ON THE AGENDA, BOARD MEMBERS MAY CONTACT STAFF AT:

General Manager: Jim Herberg, jherberg@ocsd.com / (714) 593-7300
Asst. General Manager: Lorenzo Tyner, lttyner@ocsd.com / (714) 593-7550
Asst. General Manager: Rob Thompson, rthompson@ocsd.com / (714) 593-7310
Director of Human Resources: Celia Chandler, cchandler@ocsd.com / (714) 593-7202
Director of Engineering: Kathy Millea, kmillea@ocsd.com / (714) 593-7365
Director of Environmental Services: Lan Wiborg, lwiborg@ocsd.com / (714) 593-7450

CALL TO ORDER**PLEDGE OF ALLEGIANCE****ROLL CALL AND DECLARATION OF QUORUM:****PUBLIC COMMENTS:**

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REPORTS:

The Committee Chairperson and the General Manager may present verbal reports on miscellaneous matters of general interest to the Directors. These reports are for information only and require no action by the Directors.

CONSENT CALENDAR:

Consent Calendar Items are considered to be routine and will be enacted, by the Committee, after one motion, without discussion. Any items withdrawn from the Consent Calendar for separate discussion will be considered in the regular order of business.

1. APPROVAL OF MINUTES**[2020-1289](#)****RECOMMENDATION:**

Approve Minutes of the Regular Meeting of the Operations Committee held October 7, 2020.

Originator: Kelly Lore

Attachments: [Agenda Report](#)
[10-07-2020 Operations Committee Minutes](#)

**2. BAY BRIDGE PUMP STATION VALVE REPLACEMENT, PROJECT NO. [2020-1143](#)
FRC-0002**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Bay Bridge Pump Station Valve Replacement, Project No. FRC-0002;
- B. Award a Service Contract to Innovative Construction Solutions for Bay Bridge Pump Station Valve Replacement, Project No. FRC-0002, Specification No. S-2020-1192BD, for a total amount not to exceed \$598,000; and
- C. Approve a contingency of \$59,800 (10%).

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[S-2020-1192BD Draft Service Contract](#)

3. ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT [2020-1283](#)

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Engineering Program Contract Performance Report for the period ending September 30, 2020.

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[Engineering Program Contract Performance Report](#)

**4. INDUSTRIAL CLEANING SERVICES, SPECIFICATION NO. [2020-1180](#)
S-2020-1184BD**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Award a Service Contract to Performance Pipeline Technologies Inc. dba Sanitation Systems for Industrial Cleaning Service, Specification No. S-2020-1184BD, for a total amount not to exceed \$694,500 for the period of January 1, 2021 through December 31, 2021, with four one-year renewal options; and

- B. Approve an annual contingency of \$69,450 (10%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[S-2020-1184BD Service Contract](#)

5. QUARTERLY ODOR COMPLAINT REPORT [2020-1264](#)

RECOMMENDATION:

Receive and file the Fiscal Year 2020-21 First Quarter Odor Complaint Report.

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[FY 2020-21 1st Qtr Odor Complaint Report](#)

6. PLANT NO. 1 CENTRAL GENERATION UPS SYSTEM REPLACEMENT [2020-1294](#)

RECOMMENDATION:

- A. Approve a Purchase Order Contract for the purchase and installation of a replacement uninterruptible power supply system for Plant No. 1 Central Generation, using the U.S. Communities Master Agreement No. EV2370, to Graybar Electric, for an amount not to exceed \$102,325, plus applicable sales tax and freight; and
- B. Approve a contingency of \$20,465 (20%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)

NON-CONSENT:

**7. ORANGE-WESTERN SUB-TRUNK REHABILITATION, CONTRACT NO. [2020-1139](#)
3-64A**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Orange-Western Sub-Trunk Rehabilitation, Contract No. 3-64A; and
- B. Reject all bids and direct staff to combine the work for Orange-Western Sub-Trunk Rehabilitation, Contract No. 3-64A, into a single bid package with Los Alamitos Trunk Sewer Rehabilitation, Contract No. 3-64B.

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[Item 7 PPP](#)

**8. WAREHOUSE, ELECTRICAL SUBSTATION, AND 12KV SERVICE [2020-1210](#)
CENTER REPLACEMENT AT PLANT NO. 2, PROJECT NO. P2-126**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Professional Design Services Agreement with Stantec Consulting Services, Inc. to provide engineering services for Warehouse, Electrical Substation, and 12kV Service Center Replacement at Plant No. 2, Project No. P2-126, for an amount not to exceed \$4,876,455; and

B. Approve a contingency of \$487,646 (10%).

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[P2-126 PDSA](#)
[Item 8 PPP](#)

INFORMATION ITEMS:

9. BIOSOLIDS THERMAL CONVERSION RFI UPDATE

[2020-1304](#)

RECOMMENDATION:

Information Item.

Originator: Lan Wiborg

Attachments: [Agenda Report](#)

DEPARTMENT HEAD REPORTS:

CLOSED SESSION:

None.

OTHER BUSINESS AND COMMUNICATIONS OR SUPPLEMENTAL AGENDA ITEMS, IF ANY:

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

At this time Directors may request staff to place an item on a future agenda.

ADJOURNMENT:

The next Operations Committee meeting is scheduled for Wednesday, December 2, 2020 at 5:00 p.m.



Orange County Sanitation District

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1289

Agenda Date: 11/4/2020

Agenda Item No: 1.

FROM: James D. Herberg, General Manager
Originator: Kelly A. Lore, Clerk of the Board

SUBJECT:

APPROVAL OF MINUTES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Approve Minutes of the Regular Meeting of the Operations Committee held October 7, 2020.

BACKGROUND

In accordance with the Board of Directors Rules of Procedure, an accurate record of each meeting will be provided to the Directors for subsequent approval at the following meeting.

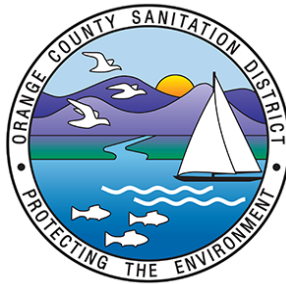
RELEVANT STANDARDS

- Resolution No. OCSD 19-19

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Minutes of the Operations Committee meeting held October 7, 2020



CALL TO ORDER

A regular meeting of the Operations Committee was called to order by Committee Chair Bob Collacott on Wednesday, October 7, 2020 at 5:01 p.m. in the Administration Building of the Orange County Sanitation District. Chair Collacott stated that the meeting was being held telephonically and via audio/video teleconferencing in accordance with the Governor's Executive Order No. N-29-20, due to the Coronavirus Pandemic (COVID-19). Chair Collacott led the Flag Salute.

ROLL CALL AND DECLARATION OF QUORUM:

Roll call was taken and a quorum was declared present, as follows:

PRESENT: Robert Collacott, Mariellen Yarc, Brad Avery, Allan Bernstein, Doug Chaffee, Brooke Jones, Lucille Kring, Sandra Massa-Lavitt, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

ABSENT: Steve Jones

STAFF PRESENT: Jim Herberg, General Manager; Kelly Lore, Clerk of the Board; and Josh Martinez were present in the Board Room. Rob Thompson, Assistant General Manager; Lorenzo Tyner, Assistant General Manager; Celia Chandler, Director of Human Resources; Kathy Millea, Director of Engineering; Lan Wiborg, Director of Environmental Services; Jennifer Cabral; Dean Fisher; Mark Kawamoto; and Tina Knapp were in attendance telephonically.

OTHERS PRESENT: Brad Hogin, General Counsel was present in the Board Room.

PUBLIC COMMENTS:

None.

REPORTS:

Chair Collacott did not provided a report.

General Manager Herberg announced that the State of the District will take place virtually on October 30, 2020 at 9:00 a.m. and to please contact the Clerk for more information. Mr. Herberg also stated that the Orange County Grand Jury was provided a socially distanced tour of Plant No. 1 today.

CONSENT CALENDAR:

Director Kring appeared to be disconnected from the meeting during the Consent Calendar vote.

1. APPROVAL OF MINUTES[2020-1270](#)

Originator: Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular Meeting of the Operations Committee held September 2, 2020.

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Allan Bernstein, Doug Chaffee, Brooke Jones, Sandra Massa-Lavitt, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

NOES: None

ABSENT: Steve Jones and Lucille Kring

ABSTENTIONS: None

2. COATING INSPECTION AND CORROSION TESTING SERVICES[2020-1246](#)

Originator: Kathy Millea

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

Approve an Amendment to the Professional Services Agreements with On-Site Technical Services, Inc. and CSI Services, Inc. to provide on-call Coating Inspection and other Corrosion Testing Services for Collection System and Treatment Plant projects, PSA2019-001, for an additional amount not to exceed \$75,000 each, for a total contract amount of \$275,000 each.

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Allan Bernstein, Doug Chaffee, Brooke Jones, Sandra Massa-Lavitt, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

NOES: None

ABSENT: Steve Jones and Lucille Kring

ABSTENTIONS: None

**3. PROCURE SIX SPIRAL HEAT EXCHANGERS FOR PLANT NO. 2
DIGESTERS C, D, E, F, G & H**[2020-1252](#)

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

A. Approve a Sole Source Purchase Order to Saddleback Environmental Equipment for the procurement of six Gooch Thermal Spiral Heat Exchangers for Plant No. 2 Digesters C, D, E, F, G, and H for a total amount not to exceed \$187,500, plus applicable sales tax and freight; and

B. Approve a contingency of \$18,750 (10%).

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Allan Bernstein, Doug Chaffee, Brooke Jones, Sandra Massa-Lavitt, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

NOES: None

ABSENT: Steve Jones and Lucille Kring

ABSTENTIONS: None

4. PURCHASE OF INVENTORY REPLACEMENT PARTS

[2020-1253](#)

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

A. Approve a Sole Source Purchase Order to GEA Mechanical Equipment US Inc. for the purchase of inventory spare parts for Thickening and Dewatering centrifuges, for a total amount not to exceed \$103,913, plus applicable sales tax and freight; and

B. Approve a contingency of \$10,392 (10%).

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Allan Bernstein, Doug Chaffee, Brooke Jones, Sandra Massa-Lavitt, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

NOES: None

ABSENT: Steve Jones and Lucille Kring

ABSTENTIONS: None

5. OPERATIONS AND MAINTENANCE COATING REHABILITATION PROGRAM ON-CALL SERVICES CONTRACT

[2020-1268](#)

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

- A. Approve an On-Call Service Contract for the Operations and Maintenance Coating Rehabilitation Program with Techno Coatings, Inc., per Specification No. S-2020-1191BD, for a total amount not to exceed \$329,925 per year, for the period of December 1, 2020 through November 30, 2021, with four optional one-year renewals; and

- B. Approve an annual contingency of \$65,985 (20%).

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Allan Bernstein, Doug Chaffee, Brooke Jones, Sandra Massa-Lavitt, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

NOES: None

ABSENT: Steve Jones and Lucille Kring

ABSTENTIONS: None

NON-CONSENT:

None.

INFORMATION ITEMS:

6. CONSTITUENTS OF EMERGING CONCERN: PFAS

[2020-1260](#)

Originator: Lan Wiborg

Director of Environmental Services Lan Wiborg and Engineering Supervisor Mark Kawamoto provided a PowerPoint presentation on PFAS, updating the Committee on OCSD's role in the development and identification of constituents of emerging concern such as per- and polyfluoroalkyl substances and microplastics, removal technology, and advocacy.

ITEM RECEIVED AS AN:

Information Item.

7. CITY WATER USAGE AND REDUCTION PLAN

[2020-1269](#)

Originator: Rob Thompson

Assistant General Manager Rob Thompson provided a PowerPoint presentation on a City water usage reduction plan. Mr. Thompson discussed the types and sources of water used by OCSD and indicated the areas of opportunity identified for city water reduction at both Plants. In response to questions from the Committee, Mr. Thompson stated that monitoring and alternative processes could be reviewed by the Board of Directors during the upcoming Strategic Plan update.

ITEM RECEIVED AS AN:

Information Item.

DEPARTMENT HEAD REPORTS:

None.

CLOSED SESSION:

None.

OTHER BUSINESS AND COMMUNICATIONS OR SUPPLEMENTAL AGENDA ITEMS, IF ANY:

None.

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

None.

ADJOURNMENT:

Chair Collacott declared the meeting adjourned at 5:42 p.m. to the meeting to be held on Wednesday, November 4, 2020 at 5:00 p.m.

Submitted by:

Kelly A. Lore, MMC
Clerk of the Board



OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1143

Agenda Date: 11/4/2020

Agenda Item No: 2.

FROM: James D. Herberg, General Manager
Originator: Kathy Millea, Director of Engineering

SUBJECT:

BAY BRIDGE PUMP STATION VALVE REPLACEMENT, PROJECT NO. FRC-0002

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Bay Bridge Pump Station Valve Replacement, Project No. FRC-0002;
- B. Award a Service Contract to Innovative Construction Solutions for Bay Bridge Pump Station Valve Replacement, Project No. FRC-0002, Specification No. S-2020-1192BD, for a total amount not to exceed \$598,000; and
- C. Approve a contingency of \$59,800 (10%).

BACKGROUND

The Orange County Sanitation District (Sanitation District) owns and operates pump stations and a force main network along Pacific Coast Highway in Newport Beach. The Bay Bridge Pump Station was originally constructed in 1965 and is at the end of its useful life. Bay Bridge Pump Station Replacement, Project No. 5-67, is in design and scheduled to replace the pump station by 2027. Some equipment, such as isolation valves, are in urgent need of replacement and cannot wait until the new pump station is commissioned in 2027.

RELEVANT STANDARDS

- Comply with California Public Contract Code Section 20103.8: Award service contract to lowest responsive, responsible bidder
- Achieve less than 2.1 sewer spills per 100 miles

PROBLEM

To perform pump maintenance and repairs, maintenance crews rely on isolation valves between the wet well and a pump, and between a pump and the discharge header. These valves are at the end of their useful life and there is an immediate risk that a valve might fail open, which would prevent a pump from being repaired, or fail close, which would prevent a pump from going back into service.

Such a failure in a wet weather event could cause a sewer spill. The poor condition of these valves requires them to be replaced prior to the Bay Bridge Pump Station Replacement Project.

PROPOSED SOLUTION

Award a Service Contract for Bay Bridge Pump Station Valve Replacement, Project No. FRC-0002. The contract will replace eight gate valves and one flow meter. To perform the work, the contractor will completely bypass the pump station for several weeks using portable pumps and temporary piping.

TIMING CONCERNS

Due to the fact that the work requires bypass pumping, the specifications do not allow the work to occur during the wet weather period, which ends on April 15, 2021. As the bypass pumping will encroach on the northern-most lane of Pacific Coast Highway, the City of Newport Beach will not allow the work to occur between Memorial Day and Labor Day when traffic is heaviest. With the time required to procure the valves, delaying the award of this contract might require the work to be postponed until September 2021.

RAMIFICATIONS OF NOT TAKING ACTION

Without replacement of the valves, the pumps may become inoperable or crews may be unable to isolate and repair pumps until the pump station is replaced in 2027. Construction of the replacement station could also be more expensive if crews cannot rely on the existing valves operate correctly.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

The Sanitation District advertised Bay Bridge Pump Station Valve Replacement, Project No. FRC-0002, for bids on August 14, 2020 and eight bids were received on September 15, 2020. A summary of the bid opening follows:

Engineer's Estimate	\$ 670,000
<u>Bidder</u>	<u>Amount of Bid</u>
Innovative Construction Solutions	\$ 598,000
J.R. Filanc Construction Co. Inc.	\$ 658,000
PCL Construction, Inc.	\$ 668,499
Teichert Energy & Utilities Group	\$ 670,000
Performance Mechanical, Inc.	\$ 712,292
Mehta Mechanical Company, Inc.	\$ 744,000
Green Building Corporation	\$ 835,500
Environmental Construction, Inc.	\$ 897,421

The bids were evaluated in accordance with the Sanitation District's policies and procedures. A notice was sent to all bidders on September 23, 2020 informing them of the intent of Sanitation District staff to recommend award of the Service Contract to Innovative Construction Solutions.

Staff recommends awarding a Service Contract to the lowest responsive bidder, Innovative Construction Solutions, for a total amount not to exceed \$598,000.

CEQA

The project is exempt from CEQA under the Class 1 categorical exemptions set forth in California Code of Regulations Section 15301 because the project involves repairs, replacement, and or minor alteration of existing facilities involving no expansion of use or capacity. A Notice of Exemption will be filed with the OC Clerk-Recorder after the Sanitation District's Board of Directors approval of the service contract.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This recommendation would be funded under the Repairs and Maintenance line item for Division 820 (Fiscal Years FY 2020-2021 and 2021-2022 Budget, Section 6, Page 75), and the available funding is sufficient for this action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Draft Service Contract

RD:dm:sa:gc

SERVICE CONTRACT
Bay Bridge Pump Station Valve Replacements (FRC-0002)
Specification No. S-2020-1192BD

THIS CONTRACT is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OCSD") and [REDACTED] with a principal place of business at [REDACTED] (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OCSD desires to temporarily retain the services of Contractor for **Bay Bridge Pump Station Valve Replacements (FRC-0002)** "Services" as described in Exhibit "A"; and

WHEREAS, OCSD has chosen Contractor to conduct Services in accordance with Ordinance No. OCSD-52; and

WHEREAS, on [REDACTED], the **Board of Directors** of OCSD, by minute order, authorized execution of this Contract between OCSD and Contractor; and

WHEREAS, Contractor is qualified by virtue of experience, training, and expertise to accomplish such Services,

NOW, THEREFORE, in consideration of the mutual promises and mutual benefits exchanged between the Parties, the Parties mutually agree as follows:

1. Introduction

1.1 This Contract and all exhibits hereto (called the "Contract") is made by OCSD and the Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".

1.2 Exhibits to this Contract are incorporated by reference and made a part of this Contract as though fully set forth at length herein.

Exhibit "A" Scope of Work
Exhibit "B" Bid
Exhibit "C" Acknowledgement of Insurance Requirements
Exhibit "D" OCSD Safety Standards
Exhibit "E" Human Resources Policies
Exhibit "F" Bonds – Bid Bond, Performance Bond and Payment Bond

1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions of this Contract shall in all respects govern and control.

1.4 The provisions of this Contract may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.

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

- 1.6 The term “days”, when used in the Contract, shall mean calendar days, unless otherwise noted as business days.
- 1.7 OCSD holidays (non-working days) are as follows: New Year’s Day, Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 The term “hours”, when used in this Contract, shall be as defined in Exhibit “A”.
- 1.9 Contractor shall provide OCSD with all required premiums and/or overtime work at no charge beyond the price provided under “Compensation” below.
- 1.10 Except as expressly provided otherwise, OCSD accepts no liability for any expenses, losses, or action incurred or undertaken by Contractor as a result of work performed in anticipation of purchases of said services by OCSD.
2. **Compensation** Compensation to be paid by OCSD to Contractor for the Services provided under this Contract shall be a total amount not exceed [] Dollars (\$[]00).
3. **California Department of Industrial Relations (DIR) Registration and Record of Wages**
- 3.1 To the extent Contractor’s employees and/or its subcontractors who will perform Work during the design and preconstruction phases of a construction contract or perform work under a maintenance contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Contractor and its subcontractors shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
- 3.2 The Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- 3.3 Pursuant to Labor Code Section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OCSD and/or general public upon request, provided the public request is made through OCSD, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- 3.4 The Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).
4. **Payments and Invoicing**
- 4.1 OCSD shall pay, net thirty (30) days, upon receipt and approval, by OCSD’s Project Manager or designee, of itemized invoices submitted monthly for Services rendered in accordance with Exhibit “A”. OCSD, at its sole discretion, shall be the determining party as to whether the Services have been satisfactorily completed.
- 4.2 Invoices shall be emailed by Contractor to OCSD Accounts Payable at APStaff@OCSD.com and “INVOICE” with the Purchase Order Number and **S-2020-1192BD** shall be referenced in the subject line.

5. **Audit Rights** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, OCSD shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
6. **Scope of Work** Subject to the terms of this Contract, Contractor shall perform the Services identified in Exhibit "A". Contractor shall perform said Services in accordance with generally accepted industry and professional standards.
7. **Modifications to Scope of Work** Requests for modifications to the Scope of Work hereunder can be made by OCSD at any time. All modifications must be made in writing and signed by both Parties.
8. **Contract Term** The Services provided under this Contract shall be completed within **Two Hundred Forty (240)** calendar days from the effective date of the Notice to Proceed.
9. **Renewals – Not Used**
10. **Extensions** The term of this Contract may be extended only by written instrument signed by both Parties.
11. **Performance** Time is of the essence in the performance of the provisions hereof.
12. **Termination**
- 12.1 OCSD reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OCSD of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OCSD shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) to the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OCSD from any further fee, cost or claim hereunder by Contractor other than for work performed to the date of termination.
- 12.2 OCSD reserves the right to terminate this Contract immediately upon OCSD's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Contract.
- 12.3 OCSD may also immediately cancel for default of this Contract in whole or in part by written notice to Contractor:
- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Contractor sells its business; or
 - if Contractor breaches any of the terms of this Contract; or
 - if total amount of compensation exceeds the amount authorized under this Contract.
- 12.4 All OCSD property in the possession or control of Contractor shall be returned by Contractor to OCSD upon demand, or at the termination of this Contract, whichever occurs first.
13. **Insurance** Contractor and all subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Acknowledgement of Insurance Requirements

(attached hereto and incorporated herein as Exhibit "C"). Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OCSD, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to maintain required insurance coverage shall result in termination of this Contract.

14. **Bonds** Contractor shall, before entering upon the performance of this Contract, furnish bonds (attached hereto in Exhibit "F") approved by OCSD's General Counsel - one in the amount of one hundred percent (100%) of the total Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the total Contract price bid, to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and accepted by OCSD. Bonds must be issued by a California admitted surety and must be maintained throughout the life of the Contract and during the warranty period.
15. **Indemnification and Hold Harmless Provision** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or be caused by Contractor's services under this Contract, or by its subcontractor(s) or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OCSD, Contractor shall indemnify, protect, defend and hold harmless OCSD, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process, or any patented or unpatented invention, article or appliance, furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OCSD, and with well qualified, adequately insured, and experienced legal counsel acceptable to OCSD.
16. **OCSD Safety Standards** OCSD requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as OCSD Safety Standards while working at OCSD locations. If during the course of the Contract it is discovered that OCSD Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OCSD. Contractor and all of its employees and subcontractors, shall adhere to all applicable OCSD Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".
17. **Warranties** In addition to the warranties stated in Exhibit "A", the following shall apply:
 - 17.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance by the OCSD Project Manager or designee of the work as complete.

- 17.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work as specified in Exhibit "A", OCSD informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OCSD and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.
18. **Liquidated Damages** In the event the Contractor fails to achieve completion of the work within the term of this Contract or achievement of any designated Milestones, after due allowance for extensions of time made in accordance with the Contract, if any, OCSD will sustain damage which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that in each such event, Contractor will pay to OCSD the sum of Five Hundred Dollars (\$500) per day, as Liquidated Damages, and not as a penalty, for each and every calendar day during which completion of the work, as required in Exhibit "A", is so delayed. Contractor agrees to pay such Liquidated Damages and further agrees that OCSD may offset the amount of Liquidated Damages from any monies due or that may become due Contractor under this Contract. Contractor also agrees that to the extent the amount of Liquidated Damages exceeds any monies due to the Contractor under this Contract, Contractor shall pay all such amounts to OCSD upon demand. If this provision is found for any reason to be void, invalid, or otherwise inoperative so as to disentitle OCSD from claiming Liquidated Damages, OCSD is entitled to claim against the Contractor damages at law for the Contractor's failure to complete the work during the term of this Contract.
19. **Force Majeure** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government or any other cause beyond its control, but said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Contract.
20. **Freight (F.O.B. Destination)** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
21. **Familiarity with Work** By executing this Contract, Contractor warrants that: 1) it has investigated the work to be performed; and 2) it understands the facilities, difficulties and restrictions of the work under this Contract. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCSD, it shall immediately inform OCSD of this and shall not proceed, except at Contractor's risk, until written instructions are received from OCSD.
22. **Regulatory Requirements** Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and California Water Codes Division 2.
23. **Environmental Compliance** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
24. **Licenses, Permits, Ordinances and Regulations** Contractor represents and warrants to OCSD that it has obtained all licenses, permits, qualifications, and approvals of whatever

nature that are legally required to engage in this work. Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to the work performed under the terms of this Contract will be paid by Contractor.

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

26. Contractor's Employees Compensation

26.1 Davis-Bacon Act – Contractor will pay and will require all subcontractors to pay all employees on said project a salary or wage at least equal to the prevailing rate of per diem wages as determined by the Secretary of Labor in accordance with the Davis-Bacon Act for each craft or type of worker needed to perform the Contract. The provisions of the Davis-Bacon Act shall apply only if the Contract is in excess of two thousand dollars (\$2,000.00) and when twenty-five percent (25%) or more of the Contract is funded by Federal assistance. If the aforesaid conditions are met, a copy of the provisions of the Davis-Bacon Act to be complied with are incorporated herein as a part of this Contract and referred to by reference.

26.2 General Prevailing Rate – OCSD has been advised by the State of California Director of Industrial Relations of its determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of same are on file in the Engineering Department. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OCSD will have on file copies of the prevailing rate of per diem wages at its principal office and at each project site, which shall be made available to any interested party upon request.

26.3 Forfeiture For Violation – Contractor shall, as a penalty to OCSD, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

26.4 Apprentices – Sections 1777.5, 1777.6, 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices are applicable to this Contract and the Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days or more; or if contracts of specialty contractors not bidding for work through the general or prime Contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.

26.5 Workday – In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by it hereunder. Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to OCSD as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any

one (1) calendar day and forty (40) hours in any one (1) week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the project.

- 26.6 **Record of Wages; Inspection** – Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the project and agrees to require that each of its subcontractors do the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. Penalties for non-compliance with the requirements of Section 1776 may be deducted from project payments per the requirements of Section 1776.
27. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Contractor's responsibility that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting or demolition of asbestos containing components or structures, shall comply with the appropriate rules and regulations of the SCAQMD.
28. **Governing Law** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange, in the event any action is brought in connection with this Contract or the performance thereof.
29. **Breach** The waiver of either party of any breach or violation of, or default under, any provision of this Contract, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OCSD does not object shall not operate as a waiver of OCSD's rights to seek remedies available to it for any subsequent breach.
30. **Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OCSD rejects the goods or Services or revokes acceptance of the goods or Services, OCSD may (1) cancel the Contract; (2) recover whatever amount of the purchase price OCSD has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OCSD elects to "cover" as described in (3), OCSD shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or Services and the Contract price, together with any incidental or consequential damages.
31. **Dispute Resolution**
- 31.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.

- 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 California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to California Code of Civil Procedure Section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.
32. **Attorney's Fees** If any action at law or inequity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.
33. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
34. **Severability** If any section, subsection, or provision of this Contract, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
35. **Damage to OCSD's Property** Any of OCSD's property damaged by Contractor, any subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OCSD.
36. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OCSD.
37. **Independent Contractor** The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an OCSD employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCSD's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OCSD's employees.
38. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OCSD. Any such attempted delegation or assignment shall be void.
39. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OCSD and Contractor.
40. **Non-Liability of OCSD Officers and Employees** No officer or employee of OCSD shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OCSD or for any amount which may become due to Contractor or to its

successor, or for breach of any obligation for the terms of this Contract.

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

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DO NOT SUBMIT

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

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

Contractor: [Contact Name]
[Contact Title]
[Company Name]
[Street Address]
[City, State, Zip Code]

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

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____ By: _____
David John Shawver
Chair, Board of Directors

Dated: _____ By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____ By: _____
Ruth Zintzun
Purchasing & Contracts Manager

COMPANY

Dated: _____ By: _____

Print Name and Title of Officer

IRS Employer's I.D. Number



Orange County Sanitation District

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1283

Agenda Date: 11/4/2020

Agenda Item No: 3.

FROM: James D. Herberg, General Manager
Originator: Kathy Millea, Director of Engineering

SUBJECT:

ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Engineering Program Contract Performance Report for the period ending September 30, 2020.

BACKGROUND

The Engineering Program involves awarding and managing many construction and consulting contracts. In 2008, the Orange County Sanitation District Board of Directors began awarding contingencies along with construction and consulting contracts and amendments for consulting contracts up to the amount of the approved contingency. This practice reduces administrative costs, expedites resolution of project issues that arise, helps avoid contractor delay claims, and facilitates efficient management of many contracts.

The Engineering Program Contract Performance Report summarizes construction and consulting contract performance and activities for the quarter ending September 30, 2020. This report is updated quarterly.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Engineering Program Contract Performance Report for the period ending September 30, 2020

JM:sa



ORANGE COUNTY SANITATION DISTRICT

Engineering Program

Contract Performance Report

For the period ending September 30, 2020

DATE: October 19, 2020

TO: Orange County Sanitation District
Board of Directors

FROM: James D. Herberg, General Manager
Through: Kathy Millea, Director of Engineering

This report summarizes the status, activities, and performance of public works construction contracts and consultant agreements. This report also identifies the names and status of projects being performed under master budgets for planning studies, research, small construction projects, Operations & Maintenance capital projects, and information technology projects.

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ORANGE COUNTY SANITATION DISTRICT

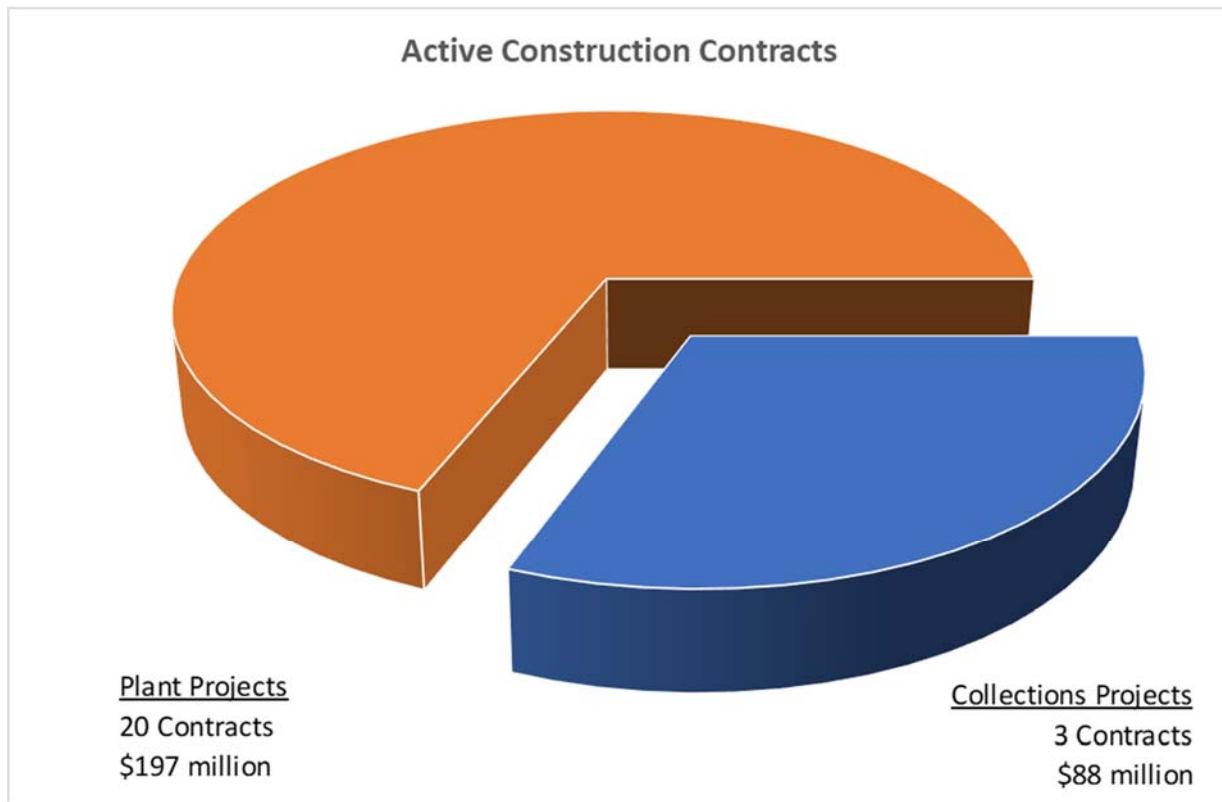
Engineering Program

Contract Performance Report

For the period ending September 30, 2020

PART 1 - CONSTRUCTION CONTRACTS

Table 1 lists the construction contracts active as of September 30, 2020. The graph below shows the number and total value of projects broken down plant and collections.



Three construction contracts were closed in this quarter, as listed in Table 2.

**Engineering Program Contract Performance Report
for Quarter Ending 9/30/2020
Table 1 - Active Construction Contracts as of 9/30/2020**

Project / Contract	Contractor	Award Date	Board Award Amount	Change Orders	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
2-72 Newhope-Placentia Trunk Replacement									
2-72B Newhope-Placentia Trunk Replacement, Segment B	OHL USA, INC.	06/15/2018	\$58,242,000	\$1,842,951	\$59,903,277	6.5%	6.5%	3.2%	3.3%
3-62 Westminster Blvd Force Main Replacement									
3-62 Westminster Blvd Force Main Replacement	Teichert Energy & Utilities Group, Inc.	12/18/2019	\$27,743,000	\$44,440	\$27,787,440	10.0%	10.0%	0.2%	9.8%
J-117 Ocean Outfall System Rehabilitation									
J-117B Outfall Low Flow Pump Station	Shimmick Construction Co., Inc.	12/19/2018	\$90,200,000	\$253,665	\$90,376,877	8.0%	8.0%	0.3%	7.7%
J-126 Safety Improvements Program									
J-126C NFPA 820 HVAC and Electrical Improvements	MMC, Inc.	03/05/2019	\$469,000	\$0	\$469,000	10.0%	10.0%	0.0%	10.0%
J-126JK Stairs, Hatches, Walkway Hazards, Ladders, Guardrails, Roof Fall Protection	Olsson Construction, Inc.	10/24/2018	\$3,637,601	\$177,631	\$3,638,518	10.0%	10.0%	4.9%	5.1%
J-127 Natural Gas Pipelines Replacement at Plant Nos. 1 and 2									
J-127 Natural Gas Pipelines Replacement at Plant Nos. 1 and 2	Innovative Construction Solutions	07/22/2020	\$745,500	\$0	\$745,500	10.0%	10.0%	0.0%	10.0%
M-FE Small Construction Projects Program									
FE18-11 Headworks Explosive Gas Monitoring Systems at Plant No. 1 and No. 2	Baker Electric	01/22/2020	\$223,984	\$0	\$223,984	10.0%	10.0%	0.0%	10.0%
FE18-17 Trunkline Sampler Power Feed at Plant No 2	M. Brey Electric, Inc.	03/25/2020	\$101,050	\$0	\$101,050	20.0%	20.0%	0.0%	20.0%
FE18-19 12KV Distribution B and East RAS Pump Station Roofing Replacement	O'Connell Engineering & Construction, Inc.	05/27/2020	\$674,800	\$0	\$674,800	10.0%	10.0%	0.0%	10.0%
M-FR-820 Master Operationally Funded									
FE17-06 Tustin Ave Manhole and Pipe Repair	Nuline Technologies, LLC	10/24/2019	\$350,000	\$0	\$350,000	10.0%	10.0%	0.0%	10.0%
M-FR-880 Master Operationally Funded									
MP-105 P2 CENGEN Steam Turbine Rehabilitation	Dresser-Rand	03/25/2018	**\$484,220	\$0	\$484,220	20.0%	5.0%	0.0%	5.0%
MP-248 P2 Secondary Clarifier Repairs (AS Plant)	W. M. Lyles Company	06/26/2019	\$3,048,000	\$42,255	\$3,090,255	10.0%	10.0%	1.4%	8.6%
MP-509 P2 Headworks Low Voltage Cable Assessment	Mass Electric Construction Co.	12/18/2019	\$434,327	\$55,551	\$489,878	20.0%	20.0%	12.8%	7.2%
MP-638 Activated Sludge Plant Clarifier Inlet Gate Replacement at Plant No. 2	Innovative Construction Solutions	12/18/2019	\$658,300	\$0	\$658,300	10.0%	10.0%	0.0%	10.0%
M-SM-CAP Operations & Maintenance Capital Program									
SC17-03 CenGen Oil Filter Platform	Metro Builders & Engineers Group, Ltd.	12/04/2019	\$134,479	\$0	\$134,479	10.0%	10.0%	0.0%	10.0%
SC18-05 P1 Laboratory HVAC Boiler Burner Replacement At Plant No.1	ODC Engineering & Technology	11/20/2019	\$283,000	\$0	\$283,000	10.0%	10.0%	0.0%	10.0%
P1-128 Headquarters Complex									
P1-128C Headquarters Complex Site Preparation	Resource Environmental, Inc.	07/01/2020	\$1,555,000	\$0	\$1,555,000	10.0%	10.0%	0.0%	10.0%
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1									
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1	Abhe & Svoboda, Inc.	07/24/2019	\$6,863,092	\$0	\$6,863,092	10.0%	10.0%	0.0%	10.0%
P2-122 Headworks Modifications at Plant No. 2 for GWRS Final Expansion									
P2-122 Headworks Modifications at Plant No. 2 for GWRS Final Expansion	Shimmick Construction Co., Inc.	01/22/2020	\$14,487,735	\$37,844	\$14,487,735	10.0%	10.0%	0.3%	9.7%
P2-123 Return Activated Sludge Piping Replacement at Plant 2									
P2-123 Return Activated Sludge Piping Replacement at Plant 2	Shimmick Construction Co., Inc.	09/25/2019	\$6,042,110	\$29,143	\$6,042,110	10.0%	10.0%	0.5%	9.5%
P2-92 Sludge Dewatering and Odor Control at Plant 2									
P2-92 Sludge Dewatering and Odor Control at Plant 2	Shimmick Construction Co., Inc.	01/12/2015	\$49,850,000	\$2,539,236	\$52,389,236	5.0%	6.0%	5.1%	0.9%
P2-98 Primary Treatment Rehabilitation at Plant No. 2									
P2-98B B/C-Side Primary Clarifiers Interim Repair at Plant 2	Myers & Sons Construction, LLC	01/23/2019	\$8,665,000	\$287,910	\$8,952,910	10.0%	10.0%	3.3%	6.7%

**Engineering Program Contract Performance Report
for Quarter Ending 9/30/2020**

Table 1 - Active Construction Contracts as of 9/30/2020

Project / Contract	Contractor	Award Date	Board Award Amount	Change Orders	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
Operationally-Funded Projects									
MP-276 Central Generation Engine Overhauls at Plant No. 1 and Plant No. 2	UPS Midstream Services, Inc.	10/23/2019	\$5,636,335	\$16,400	\$5,652,735	20.0%	20.0%	0.3%	19.7%
Total			\$280,528,533	\$5,327,026	\$285,353,396				

** Original Award was \$245,424, and later amended to \$484,220 with a contingency reduction by Board Action on 4/22/20

**Engineering Program Contract Performance Report
for Quarter Ending 9/30/2020**

Table 2 - Construction Contracts Closed in Last Quarter

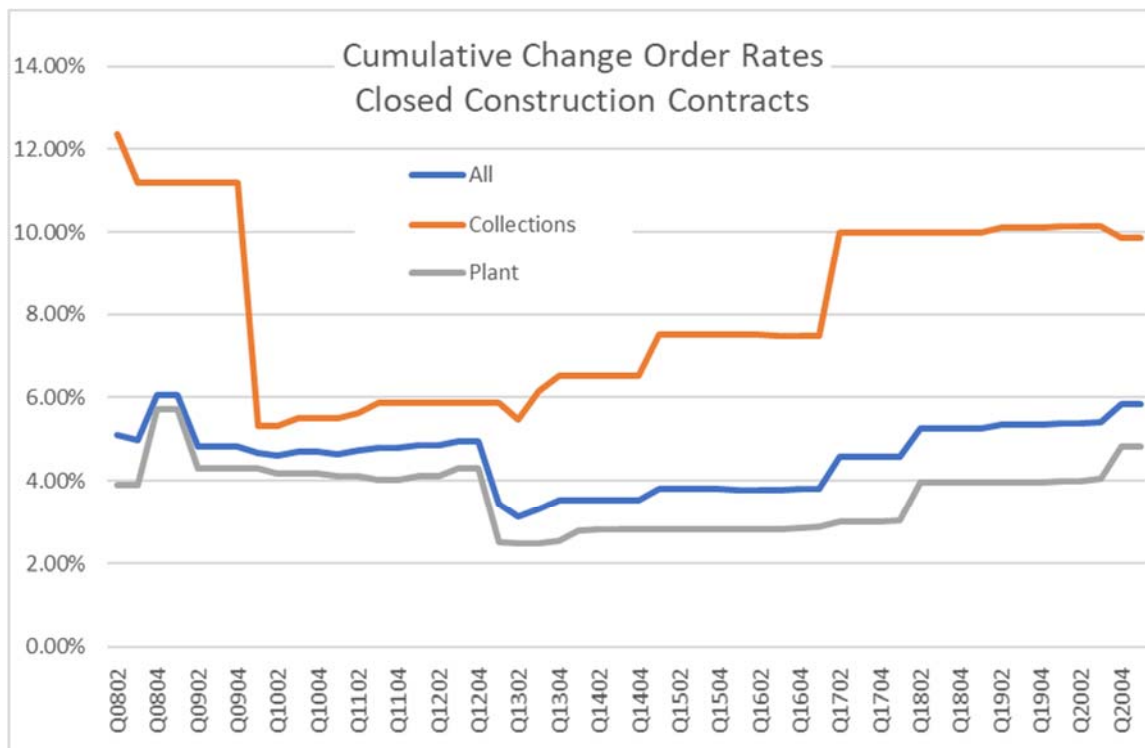
Project / Contract		Contractor	Date Closed	Award Date	Board Award Amount	Change Orders	Final Contract Amount	Original Contingency	Current Contingency	Contingency Used	Unused Contingency
P1-115 Title 24 Access Compliance and Building Rehabilitation Project											
P1-115B	Rehabilitation of Fleet Services Building, Building 8 and Paving Area	ODC Engineering & Technology	8/4/2020	09/11/2017	\$2,235,563	\$216,194	\$2,451,757	10.0%	10.0%	9.7%	0.3%
J-126 Safety Improvements Program											
J-126PQ	Ladders, Hatches, Roof Fall Protection	Tharsos, Inc.	8/18/2020	10/24/2018	\$786,000	\$19,905	\$805,905	10.0%	10.0%	2.5%	7.5%
M-FE Small Construction Projects Program											
FE17-01	Carbon Canyon Pipeline Sag Repairs	Mike Prlich and Sons, Inc.	8/18/2020	10/02/2019	\$510,000	(\$54,882)	\$455,118	10.0%	10.0%	0.0%	10.0%
Total					\$3,531,563	\$181,217	\$3,712,780				



ORANGE COUNTY SANITATION DISTRICT Engineering Program Contract Performance Report

For the period ending September 30, 2020

When the Sanitation District Board awards a construction contract, they also approve a contingency which allows the General Manager to approve contract change orders up to the amount of the contingency. One purpose of this report is to document how much of the contingency is utilized. A contract's change order rate is only meaningful when the work is completed. As such, the change order performance charts in this report are based only on contracts closed since the Board began approving contingencies in 2008. The following chart shows how cumulative change order rates have changed for plant, collections, and all contracts since the contingency system was implemented.





ORANGE COUNTY SANITATION DISTRICT

Engineering Program

Contract Performance Report

For the period ending September 30, 2020

PART 2 – ENGINEERING SERVICES AGREEMENTS

The Sanitation District engages engineering consultants through Professional Service Agreements (PSAs), Professional Design Services Agreements (PDSAs), Professional Construction Services Agreements (PCSAs), and Master Professional Services Agreements (Master Agreements). PDSAs are used to obtain design engineering services, and PCSAs are a subsequent agreement with the design consultant to provide support services during construction. PSAs are used for planning studies and other consultant assignments.

Master Agreements are issued to a pool of pre-qualified consultants for smaller projects. On those smaller projects, the Sanitation District solicits task order proposals from three or four of the firms and awards a task order to the most qualified consultant. There are currently six sets of Master Agreements.

- 2012 Master Design Agreements (expired)
- 2015 Master Design Agreements (expired)
- 2018 Master Design Agreements
- 2017 Master Agreements for CEQA Studies
- 2017 Master Agreements for Collection Planning Studies
- 2017 Master Agreements for Wastewater Treatment Planning Studies
- 2020 Master Agreements for Planning Studies

The two Master Design Agreements from 2012, and 2015 have expired, meaning no new task orders can be issued under them, but previously-issued task orders remain active until completed. Task Orders are limited by Sanitation District Ordinance No. OCSD-52 \$300,000 per task order. The 2020 Master Agreements for Planning Studies were awarded in September to replace the 2017 Master Agreements for Collection and Wastewater Planning Studies that expire in October 2020.

A status table for all Active Engineering Services Agreements (PDSAs and PCSAs) is attached under Table 3, and a status table for all Active Task Orders by Master Agreement is attached under Table 4 (Master Agreements).

**Engineering Program Contract Performance Report
for Quarter Ending 9/30/2020**

Table 3 - Active Engineering Services Agreements as of 9/30/2020

Project / Contract	Type	Consultant	Award Date	Board Award Amount	Amendments	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
2-41-8 SARI Rock Stabilizers Removal										
2-41-8 SARI Rock Stabilizers Removal	PCSA	Michael Baker International, Inc.	09/26/2018	\$215,129	\$0	\$215,129	10.0%	10.0%	0.0%	10.0%
2-72 Newhope-Placentia Trunk Replacement										
2-72 Newhope-Placentia Trunk Replacement	PCSA	Lee & Ro	03/23/2016	\$3,253,946	\$0	\$3,253,946	10.0%	10.0%	0.0%	10.0%
3-62 Westminster Blvd Force Main Replacement										
3-62 Westminster Blvd Force Main Replacement	PCSA	Stantec Consulting Services, Inc.	12/18/2019	\$1,183,000	\$0	\$1,183,000	10.0%	10.0%	0.0%	10.0%
3-64 Rehabilitation of Western Regional Sewers										
3-64 Rehabilitation of Western Regional Sewers	PDSA	AECOM Technical Services, Inc.	01/27/2016	\$17,639,250	\$1,088,654	\$18,727,904	10.0%	10.0%	6.2%	3.8%
3-67 Seal Beach Pump Station Replacement										
3-67 Seal Beach Pump Station Replacement	PDSA	Lee & Ro	11/20/2019	\$5,947,850	\$0	\$5,947,850	10.0%	10.0%	0.0%	10.0%
5-67 Bay Bridge Pump Station Replacement										
5-67 Bay Bridge Pump Station Replacement	PDSA	Arcadis US Inc.	10/25/2017	\$7,137,000	\$493,983	\$7,630,983	10.0%	85.0%	6.9%	78.1%
7-65 Gisler-Red Hill Interceptor Rehabilitation										
7-65 Gisler-Red Hill Interceptor Rehabilitation	PDSA	CDM Smith Inc.	9/23/2020	\$1,754,000	\$0	\$1,754,000	10.0%	10.0%	0.0%	10.0%
7-66 Sunflower and Red Hill Interceptor Repairs										
7-66 Sunflower and Red Hill Interceptor Repairs	PDSA	GHD	09/25/2019	\$308,712	\$0	\$308,712	10.0%	10.0%	0.0%	10.0%
J-117 Ocean Outfall System Rehabilitation										
J-117B Outfall Low Flow Pump Station	PCSA	Brown and Caldwell	12/19/2018	\$8,563,913	\$346,857	\$8,910,770	10.0%	10.0%	4.1%	5.9%
J-124 Digester Gas Facilities Replacement										
J-124 Digester Gas Facilities Replacement	PDSA	Brown and Caldwell	11/15/2017	\$11,770,000	-\$36,411	\$11,733,589	10.0%	10.0%	0.0%	10.0%
J-126 Safety Improvements Program										
J-126 Safety Improvements Program	PDSA	Arcadis	08/29/2016	**\$3,040,000	\$0	\$3,040,000	10.0%	10.0%	0.0%	10.0%
J-98 Electrical Power Distribution System Improvements										
J-98 Electrical Power Distribution System Improvements	PDSA	Brown and Caldwell	01/29/2020	\$2,240,000	\$0	\$2,240,000	10.0%	10.0%	0.0%	10.0%
M-RESEAR Research Program										
RE17-02 Biogas Scrubber Evaluation	PSA	Carollo Engineers, Inc.	04/21/2017	\$656,783	\$63,097	\$719,880	15.0%	15.0%	9.6%	5.4%
M-STUDIE Planning Studies Program										
PS15-02 Edinger Pump Station Rehabilitation Study	PSA	Lockwood, Andrews & Newman, Inc.	11/09/2017	\$505,042	\$0	\$505,042	10.0%	10.0%	0.0%	10.0%
PS15-08 Collections Capacity Evaluation Study	PSA	RMC Water & Environment	08/24/2016	\$2,802,675	\$19,372	\$2,822,047	10.0%	10.0%	0.7%	9.3%
PS17-03 Active Fault Location Study at Plant No. 2	PSA	Lettis Consultants International, Inc.	03/06/2019	\$868,286	\$0	\$868,286	10.0%	10.0%	0.0%	10.0%
PS17-08 CEQA - Facilities Master Plan	PSA	Dudek	02/27/2019	\$812,709	\$0	\$812,709	10.0%	10.0%	0.0%	10.0%
PS18-09 Ocean Outfall Condition Assessment and Scoping Study	PSA	Carollo Engineers, Inc.	03/25/2020	\$2,744,000	\$0	\$2,744,000	10.0%	10.0%	0.0%	10.0%
P1-101 Sludge Dewatering and Odor Control at Plant 1										
P1-101 Sludge Dewatering and Odor Control at Plant 1	PCSA	HDR Engineering, Inc.	06/28/2012	\$7,140,000	\$2,453,653	\$9,593,653	8.0%	35.0%	34.4%	0.6%
P1-105 Headworks Rehabilitation at Plant 1										
P1-105 Headworks Rehabilitation at Plant 1	PDSA	Carollo Engineers, Inc.	05/27/2015	\$17,528,957	\$7,902,304	\$25,431,261	10.0%	51.0%	45.1%	5.9%
P1-115 Title 24 Access Compliance and Building Rehabilitation Project										
P1-115 Title 24 Access Compliance and Building Rehabilitation Project	PCSA	Austin Building & Design Inc.	01/02/2014	\$606,622	\$0	\$606,622	10.0%	10.0%	0.0%	10.0%
P1-128 Headquarters Complex										
P1-128 Headquarters Complex	PDSA	HDR Engineering, Inc.	06/22/2016	\$11,785,709	-\$752,553	\$11,033,156	10.0%	10.0%	0.0%	10.0%
P1-128 Headquarters Complex	PSA	LSA Associates, Inc.	08/11/2016	\$420,927	\$0	\$420,927	10.0%	10.0%	0.0%	10.0%
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1										
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1	PCSA	AECOM Technical Services, Inc.	07/24/2019	\$140,000	\$0	\$140,000	10.0%	10.0%	0.0%	10.0%
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1	PDSA	AECOM Technical Services, Inc.	06/20/2017	\$523,039	\$27,015	\$550,054	10.0%	10.0%	5.2%	4.8%
P1-132 Uninterruptable Power Supply Improvements at Plant 1										
P1-132 Uninterruptable Power Supply Improvements at Plant 1	PDSA	Tetra Tech, Inc.	10/23/2019	\$784,680	\$0	\$784,680	10.0%	10.0%	0.0%	10.0%
P1-133 Primary Sedimentation Basins No. 6-31 Reliability Improvements at Plant No. 1										
P1-133 Primary Sedimentation Basins No. 6-31 Reliability Improvements at Plant No. 1	PDSA	Carollo Engineers, Inc.	09/25/2019	\$1,219,667	\$0	\$1,219,667	10.0%	10.0%	0.0%	10.0%

**Engineering Program Contract Performance Report
for Quarter Ending 9/30/2020**

Table 3 - Active Engineering Services Agreements as of 9/30/2020

Project / Contract	Type	Consultant	Award Date	Board Award Amount	Amendments	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
P2-110 Consolidated Demolition and Utility Improvements at Plant 2										
P2-110 Consolidated Demolition and Utility Improvements at Plant 2	PCSA	Stantec Consulting Services, Inc.	01/25/2017	\$1,499,839	\$0	\$1,499,839	10.0%	10.0%	0.0%	10.0%
P2-122 Headworks Modifications at Plant No. 2 for GWRS Final Expansion										
P2-122 Headworks Modifications at Plant No. 2 for GWRS Final Expansion	PCSA	CDM Smith Inc.	01/15/2020	\$2,200,000	\$0	\$2,200,000	10.0%	10.0%	0.0%	10.0%
P2-123 Return Activated Sludge Piping Replacement at Plant 2										
P2-123 Return Activated Sludge Piping Replacement at Plant 2	PCSA	SPEC Services, Inc.	09/25/2019	\$252,329	\$0	\$252,329	10.0%	10.0%	0.0%	10.0%
P2-124 Interim Food Waste Receiving Facility										
P2-124 Interim Food Waste Receiving Facility	PDSA	Kennedy/Jenks Consultants	09/05/2018	\$695,000	\$20,717	\$715,717	10.0%	10.0%	3.0%	7.0%
P2-92 Sludge Dewatering and Odor Control at Plant 2										
P2-92 Sludge Dewatering and Odor Control at Plant 2	PCSA	Brown and Caldwell	12/17/2014	\$4,798,328	\$0	\$4,798,328	10.0%	10.0%	0.0%	10.0%
P2-98 Primary Treatment Rehabilitation at Plant No. 2										
P2-98 Primary Treatment Rehabilitation at Plant No. 2	PDSA	Black & Veatch	07/27/2016	\$18,141,423	\$1,279,488	\$19,420,911	10.0%	10.0%	7.1%	2.9%
P2-98B B/C-Side Primary Clarifiers Interim Repair at Plant 2	PCSA	Black & Veatch	01/23/2019	\$549,534	\$0	\$549,534	10.0%	10.0%	0.0%	10.0%
SP-152 Climate Resiliency Study										
SP-152 Climate Resiliency Study	PSA	Hazen and Sawyer	11/28/2018	\$697,952	\$64,199	\$762,151	10.0%	10.0%	9.2%	0.8%
SP-196 Process Control Systems Upgrades Study										
SP-196 Process Control Systems Upgrades Study	PSA	Stantec Consulting Services, Inc.	03/01/2018	\$1,389,866	\$9,000	\$1,398,866	10.0%	10.0%	0.6%	9.4%
S-68 Newport Beach Pump Station Pressurization Improvements										
S-68 Newport Beach Pump Station Pressurization Improvements	PDSA	Dudek	05/06/2020	\$542,988	\$0	\$542,988	10.0%	10.0%	0.0%	10.0%
Total				\$142,359,155	\$12,979,375	\$155,338,530				

** Original Award was \$1,540,000, and later amended to \$3,040,000 by Board Action

**Engineering Program Contract Performance Report
for Quarter Ending 9/30/2020
Table 4 - Active Task Orders by Master Agreement as of 9/30/2020**

Master Agreement / Project	Consultant	Award Date	Original Task Order Value	Amendments	Current Task Order Value
2012 Master Professional Design Service Agreements (Expired)					
FE10-21 Area 02 Craig Regional Park Manhole Improvements	GHD	10/8/2012	\$58,440	\$41,560	\$100,000
2015 Master Professional Design Service Agreements (Expired)					
FE14-05 Plant No. 1 Fleet Services UST Leak Remediation	Dudek	9/1/2015	\$86,116	\$73,137	\$159,253
2017 Master Agreements for Wastewater Treatment Planning Studies					
PS17-10 Emergency Overflow Weirs, Wing Wall Structural and Geotechnical Investigations	HDR Engineering, Inc.	05/21/2019	\$260,415	\$0	\$260,415
PS18-05 Plant No. 2 Future Site Plan Development	Brown and Caldwell	05/22/2019	\$122,389	\$0	\$122,389
PS18-11 ETAP Model Updates for Plant Nos 1 and 2	Brown and Caldwell	3/17/2020	\$227,412	\$0	\$227,412
2017 Master Agreements for Collection Planning Studies					
No Task Orders Issued to Date	--	--	--	--	--
2017 Master Agreements for CEQA Studies					
No Task Orders Issued to Date	--	--	--	--	--
2018 Master Professional Design Service Agreements					
FR2-0013 Trickling Filter Sludge Pump Room Exhaust Fan Relocation at Plant No. 2	AECOM	11/6/2019	\$75,120	\$0	\$75,120
FE19-02 Cengen Plant Water Pipe Replacement at Plant No. 1	AECOM	04/30/2020	\$156,498	\$0	\$156,498
FE19-11 Primary Clarifiers Nos. 6-31 Lighting and Alarm Improvements at Plant No. 1	AECOM	9/15/2020	\$226,685	\$0	\$226,685
J-127 Natural Gas Pipelines Replacement at Plant Nos. 1 and 2	Black & Veatch	1/21/2019	\$271,964	\$0	\$271,964
FE19-03 Trickling Filter Sludge and Scum Pumps Replacement at Plant No. 1	Black & Veatch	9/1/2020	\$244,728	\$0	\$244,728
FE18-14 Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	Dudek	11/6/2019	\$108,308	\$0	\$108,308
P1-135 Digester Ferric Chloride Piping Replacement at Plant No. 1	Dudek	2/19/2020	\$127,174	\$0	\$127,174
FE18-16 Truck Loading Basement Drain Modifications at Plant No. 1	GHD, Inc.	12/4/2019	\$70,130	\$0	\$70,130
FE18-13 Redhill Relief Sewer Relocation at State Route 55	GHD, Inc.	3/27/2020	\$168,612	\$0	\$168,612
FE18-19 12KV Distribution Center B and East RAS Pump Station Roof Replacement	HDR Engineering, Inc.	09/16/2019	\$74,771	\$8,672	\$83,443
FE18-20 Blower Building No. 1 Air Compressors at Plant No. 1	HDR Engineering, Inc.	8/18/2020	\$243,954	\$0	\$243,954
FE18-15 Plant Boiler System Relief at Plant No. 2	IDS Group, Inc.	10/22/2019	\$23,299	\$0	\$23,299
FE18-06 CenGen Instrument Air Compressors Replacement at Plant No. 1 and No. 2	IDS Group, Inc.	04/28/2020	\$89,876	\$0	\$89,876
FE19-06 EPSA Motor Cooling Improvements at Plant No. 2	IDS Group, Inc.	05/05/2020	\$88,206	\$0	\$88,206
		Total	\$2,724,097	\$123,369	\$2,847,466



ORANGE COUNTY SANITATION DISTRICT

Engineering Program

Contract Performance Report

For the period ending September 30, 2020

PART 3 – MASTER BUDGET PROJECTS

The Board-adopted budget for Fiscal Years 2018-19 and 2019-20 includes master program budgets that allow staff to more quickly initiate, execute, and manage smaller projects that fit within the scope of a particular program. The projects chartered under these program budgets are referred to as sub-projects and are managed to the same standards as projects specifically listed in the adopted budget. A status table for each of these programs listing the sub-projects is attached.

Master Program Title	Status Table
Planning Studies Program	Table 5
Research Program	Table 6
Small Construction Projects Program	Table 7
Information Technology Capital Program	Table 8
Operations & Maintenance Capital Program	Table 9

**Engineering Program Contract Performance Report
for Quarter Ending 9/30/2020
Table 5 - Planning Studies Status Report**

Project Number	Project Name	Status	Allocated Budget
PS15-02	Edinger Pump Station Rehabilitation Study	Active	\$ 971,000
PS15-06	Seismic Evaluation of Structures at Plant Nos. 1 and 2	Active	\$ 3,860,000
PS15-08	Collections Capacity Evaluation Study	Active	\$ 3,682,000
PS15-10	2017 Facilities Master Plan	Closed	\$ 3,820,824
PS16-01	Stormwater Master Plan	Closed	\$ 1,046,276
PS16-02	SCE Feed Reliability Improvements Study	Active	\$ 293,000
PS17-03	Active Fault Location Study at Plant No. 2	Active	\$ 1,300,000
PS17-08	CEQA - Facilities Master Plan	Active	\$ 1,247,000
PS17-10	Emergency Overflow Weirs, Wing Wall Structural and Geotechnical Investigations	Active	\$ 465,000
PS18-01	Asset Management Plan Development	Closed	\$ 331,035
PS18-05	Plant No. 2 Future Site Plan Development	Closed	\$ 149,648
PS18-06	Go/No-Go Lights and Signage	Active	\$ 495,000
PS18-09	Ocean Outfall Condition Assessment and Scoping Study	Active	\$ 3,340,000
PS18-11	ETAP Model Updates for Plant Nos 1 and 2	Active	\$ 553,000
PS19-01	Digester 6 Pipe Stress Analysis at Plant No. 1	Closed	\$ 13,762
PS19-02	Circular Primary Clarifier Replacement Phasing Study at Plant No 1	Closed	\$ 43,269
PS19-03	Laboratory Rehabilitation Feasibility Study	Active	\$ 450,000
PS19-04	Chemical Evaluation Study at Plant No 1 and 2	Closed	\$ 977
PS20-01	O&M Complex and Collections Yard Relocation at Plant No. 2	Active	\$ 375,000
PS20-02	Collection System Flow Level Monitoring Study	Active	\$ 575,000
Grand Total			\$ 23,011,791
Number of Chartered Projects			20
Board Approved Program Budget			\$ 28,652,000
Remaining Unallocated Budget			\$ 6,215,209

**Engineering Program Contract Performance Report
for Quarter Ending 9/30/2020
Table 6 - Research Program Status Report**

Project Number	Project Name	Status	Allocated Budget
RE17-01	Operational Research Technical Support FY18-19	Closed	\$ 656,506
RE17-02	Biogas Scrubber Evaluation	Active	\$ 865,000
RE17-03	Reliant Wet Well Wizard Test	Closed	\$ 45,013
RE17-04	AquaNereda Aerobic Granular Sludge Process	Closed	\$ 19,628
RE17-05	Organica FCR Process	Closed	\$ 15,564
RE17-06	TWAS Pump Reliability Improvement Trials at Plant No. 2	Closed	\$ 10,159
RE17-07	Super Oxygenation System Research at Seal Beach Pump Station	Closed	\$ 80,000
RE18-01	Trickling Filter Bleach Test at Plant No. 1	Closed	\$ 109,068
RE18-02	Protein Matrix Demonstration Study at Plant No 1	Active	\$ 310,000
RE19-01	Primary Scum Equipment Evaluation at Plant No. 1	Active	\$ 31,000
RE20-01	Co-Thickened Sludge Density Meter Trial at Plant No. 1	Active	\$ 121,000
RE20-02	Chemical Resilience Study at Plant No.s 1 and 2	Active	\$ -
RE20-03	Hazardous Gas Area Monitor - Research Project	Active	\$ -
RE20-04	Holding Digester 6 Solids Shredder Study at Plant No. 1	Active	\$ 95,000
RE20-05	UCI PFAS Study	Active	\$ 50,000
Grand Total			\$ 2,407,938
Number of Chartered Projects			15
Board Approved Program Budget			\$ 8,500,000
Remaining Unallocated Budget			\$ 6,358,062

**Engineering Program Contract Performance Report
for Quarter Ending 9/30/2020
Table 7 - Small Construction Projects Program Status Report**

Project Number	Project Name	Status	Allocated Budget
FE10-21	Area 02 Craig Regional Park Manhole Improvements	Active	\$ 1,359,000
FE14-05	Plant No. 1 Fleet Services UST Leak Remediation	Active	\$ 1,487,311
FE15-07	Secondary Treatment and Plant Water VFD Replacement at Plant 1	Active	\$ 3,319,600
FE15-10	East Lido Force Main Rehabilitation	Active	\$ 2,228,000
FE16-06	Fuel Cell Facilities Demolition	Closed	\$ 977,972
FE16-10	East Basin Distribution Box Repair	Closed	\$ 1,013,850
FE16-11	Lane Channel Crossing	Active	\$ 500,000
FE16-14	Slater Pump Station Valve Replacements	Closed	\$ 946,940
FE17-01	Carbon Canyon Pipeline Sag Repairs	Active	\$ 873,000
FE17-03	Battery Storage System at Plant No. 1	Active	\$ 612,000
FE17-05	Plant 1 ICS Network Extension	Active	\$ 950,000
FE18-06	CenGen Instrument Air Compressors Replacement at Plant No. 1 and No. 2	Active	\$ 1,450,000
FE18-08	West Trunk Bypass Sewer Realignment	Active	\$ 158,000
FE18-11	Headworks Explosive Gas Monitoring Systems at Plant No. 1 and No. 2	Active	\$ 470,000
FE18-12	Erosion Control at Santa Ana River and Hamilton Ave	Active	\$ 245,000
FE18-13	Redhill Relief Sewer Relocation at State Route 55	Active	\$ 1,540,000
FE18-14	Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	Active	\$ 1,895,000
FE18-15	Plant Boiler System Relief at Plant No. 2	Active	\$ 180,000
FE18-16	Truck Loading Basement Drain Modifications at Plant No. 1	Active	\$ 440,000
FE18-17	Trunkline Sampler Power Feed at Plant No 2	Active	\$ 215,000
FE18-18	Portable Generator Connector at Lido Pump Station	Closed	\$ 116,166
FE18-19	12KV Distribution B and East RAS Pump Station Roofing Replacement	Active	\$ 988,000
FE18-20	Blower Building No. 1 Air Compressors at Plant No. 1	Active	\$ 1,200,000
FE19-01	Pump Station Portable Generator Connectors	Active	\$ 1,990,000
FE19-02	Cengen Plant Water Pipe Replacement at Plant No. 1	Active	\$ 2,250,000
FE19-03	Trickling Filter Sludge and Scum Pumps Replacement at Plant No. 1	Active	\$ 1,100,000
FE19-04	Sunflower Pump Replacement at Plant No. 1	Active	\$ 6,300,000
FE19-05	Engineering Trailer B Car Chargers at Plant No. 1	Active	\$ 12,000
FE19-06	EPSA Motor Cooling Improvements at Plant No. 2	Active	\$ 550,000
FE19-08	Secondary Treatment VFD Replacements at Plant No. 2	Active	\$ 3,337,000
FE19-09	Newhope - Placentia Trunk Grade Separation Replacement Repairs	Active	\$ 500,000
FE19-10	Digesters C, D, F, G and I Gas Balance Lines Replacement at Plant No. 2	Active	\$ 200,000
FE19-11	Primary Clarifiers Nos. 6-31 Lighting and Alarm Improvements at Plant No. 1	Active	\$ 1,250,000
FE19-12	Rebuild Shop Fume Extractor Installation at Plant No 1	Active	\$ 325,000
FE19-13	VFD Replacements at Seal Beach Pump Station	Active	\$ 690,000
FE20-01	Wastehauler Station Safety and Security Improvements	Active	\$ 830,000
FE20-02	Digester C, D, F, and G Mechanical Rehabilitation at Plant No. 2	Active	\$ 2,800,000
FE20-03	Return Activated Sludge Discharge Piping Replacement at Activated Sludge Plant No. 1	Active	\$ 4,250,000
Grand Total			\$ 49,548,839
Number of Chartered Projects			38
Board Approved Program Budget			\$ 65,000,000
Remaining Unallocated Budget			\$ 15,451,161

**Engineering Program Contract Performance Report
for Quarter Ending 9/30/2020
Table 8 - Information Technology Capital Program Status Report**

Project Number	Project Name	Status	Allocated Budget
IT16-03	Plant 2 Internet Connection	Active	\$ 50,000
IT16-09	iPACS Enhancements	Active	\$ 85,000
IT16-10	LIMS Compliance Improv Project	Closed	\$ 612,650
IT17-10	Electronic Operator Round Form	Active	\$ 45,000
IT17-12	Sever/Network Power Improvements	Active	\$ 90,000
IT17-14	Specialized Application Programing & Support	Active	\$ 600,000
IT18-03	Timecard Systems Upgrade	Active	\$ 150,000
IT18-04	Conference Rooms Audio System Replacement	Closed	\$ 83,852
IT18-06	Server Replacement and Obsolescence FY18/19-19/20	Closed	\$ 188,913
IT18-07	Network Equipment FY18/19-19/20	Closed	\$ 314,003
IT18-09	Records Management Information System	Active	\$ 150,000
IT18-10	Board Services Management System	Closed	\$ 60,000
IT18-11	IT Security Budget 2018-2019	Closed	\$ 58,030
IT19-01	IT Safety VPP Systems	Active	\$ 100,000
IT19-02	IT Enterprise Replication	Active	\$ 90,000
IT19-03	IT HP Plotter	Closed	\$ 7,990
IT19-04	IT HCI for ICS and ICS-DMZ	Active	\$ 200,000
IT19-05	IT P1 & P2 Data Refresh	Active	\$ 500,000
IT20-01	IT Server Replacement and Obsolescence FY20-21	Active	\$ 700,000
IT20-02	IT Network Equipment FY20-21	Active	\$ 500,000
IT20-03	IT Security Budget FY20-21	Active	\$ 150,000
IT20-04	Cyber Security Program (IT20-04)	Active	\$ 150,000
Grand Total			\$ 4,885,438
Number of Chartered Projects			22
Board Approved Program Budget			\$ 10,000,000
Remaining Unallocated Budget			\$ 5,114,562

**Engineering Program Contract Performance Report
for Quarter Ending 9/30/2020
Table 9 - Operations & Maintenance Capital Program Status Report**

Project Number	Project Name	Status	Allocated Budget
SC16-01	Maint. Storage Area Tool Cage	Active	\$ 12,000
SC17-01	CENGEN #1 Elevator Rehab	Active	\$ 12,000
SC17-02	P1 CenGen Plant Water Piping Rehabilitation	Active	\$ 250,000
SC17-03	CenGen Oil Filter Platform	Active	\$ 260,000
SC17-04	P1 CenGen 12KV Circuit Breaker Replacement	Closed	\$ 220,000
SC17-05	Hidrostal Pump - TEFC Close Coupled Motor #2 (Pump for SALS)	Active	\$ 261,260
SC17-06	P1 Lab UPS System Replacement	Active	\$ 290,294
SC18-01	P1 Primary Clarifier Fall Protection Improvements	Active	\$ 50,000
SC18-02	Joint Cen Gen Oil Centrifuge Heater & Controls Rehabilitation (MP-18)	Active	\$ 120,000
SC18-03	P1 SALS Main Duty Pump & Motor and Installation - Remaining 2 (MP-524)	Active	\$ 500,000
SC18-04	Edinger UPS Replacement (MP-444)	Active	\$ 15,000
SC18-05	P1 Laboratory HVAC Boiler Burner Replacement At Plant No.1	Active	\$ 400,461
SC18-06	Pump Station Bypass Parts - Procurement (MP-426)	Active	\$ 500,000
SC18-08	MacArthur Pump Station - FM Valve Replacement	Active	\$ 55,109
SC18-09	Admin Bldg UPS System Replacement	Active	\$ 185,000
SC18-10	P2 South Scrubber Complex Bleach Pump Turndown (MP-420)	Active	\$ -
SC18-11	Lido PS Camlock Con Panel Inst (SC18-11)	Active	\$ -
SC19-02	Truck Loading-Conveyors 3&6 (SC19-02)	Active	\$ 359,176
SC19-03	Return Activated Sludge Pump Station Elevator Rehabilitation at Plant No. 2	Active	\$ 890,000
SC19-04	Standby Generator Diesel Day Tank Improvements at Plant No. 1	Active	\$ 250,000
SC19-06	EPSA Standby Power Generator Control Upgrades at Plant No. 2	Active	\$ 1,251,500
SC19-07	Sunflower Pump Station Gearbox Swing Unit Purchase	Active	\$ -
Grand Total			\$ 5,881,800
Number of Chartered Projects			23
Board Approved Program Budget			\$ 15,622,000
Remaining Unallocated Budget			\$ 10,991,700



ORANGE COUNTY SANITATION DISTRICT **Engineering Program** **Contract Performance Report** For the period ending September 30, 2020

PART 4 – SUPPLEMENTAL ENGINEERING SERVICES CONTRACT

In May 2016, the Sanitation District Board of Directors approved a \$41 million professional services agreement with Jacobs Project Management Co. to provide supplemental engineering and support staff services for a four-year term with the option of three one-year renewals. The benefits of using a supplemental engineering services contract, as opposed to hiring full-time staff or limited-term employees, include rapid mobilization of highly skilled/technical staff, flexibility to change the mix of staff positions on an immediate and as-needed basis, the ability to reduce staff as workloads decrease, access to technical experts to support special tasks, and access to staff with wastewater project experience.

A status table for the supplemental engineering services contract summary is attached under Table 10, and the supplemental engineering services labor summary can be found under Table 11.

Table 10 – Supplemental Engineering Services Contract Status

	Total Fees	Time
Contract	\$41,000,000	86 months ⁽¹⁾
Actuals to Date	\$22,412,540 55%	53 months 58%
Remaining	\$18,587,460 45%	33 months 42%

⁽¹⁾ Assuming three 1-year extensions

Table 11 - Supplemental Engineering Services Labor Summary

	This Quarter	Inception to Date
Labor Hours	9,290	168,173
Full Time Equivalents	20.6	21.2
Labor Costs (no expenses)	\$1,177,637	\$21,972,903
Average Hourly Rate	\$127	\$131



Orange County Sanitation District

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1180

Agenda Date: 11/4/2020

Agenda Item No: 4.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

INDUSTRIAL CLEANING SERVICES, SPECIFICATION NO. S-2020-1184BD

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Award a Service Contract to Performance Pipeline Technologies Inc. dba Sanitation Systems for Industrial Cleaning Service, Specification No. S-2020-1184BD, for a total amount not to exceed \$694,500 for the period of January 1, 2021 through December 31, 2021, with four one-year renewal options; and
- B. Approve an annual contingency of \$69,450 (10%).

BACKGROUND

The purpose of this Service Contract is to provide for industrial cleaning of the Orange County Sanitation District (Sanitation District) treatment facilities and pump station civil infrastructure. The service provider will remove and dispose of debris, grit, and other materials that tend to collect inside process structures, basins, pipes, and facilities using a combination hydro cleaning and industrial vacuuming equipment. These cleaning tasks are part of a planned and scheduled preventative and corrective maintenance approach that will help ensure availability of treatment plant structures.

The use of a Service Contract is a more efficient method of procurement, contracting, accounting, and specification development. Significant staff time is saved by not bidding and contracting each individual task. This process efficiently consolidates individual contracts into one contract authorized by the Board of Directors.

RELEVANT STANDARDS

- Protect Orange County Sanitation District assets
- 24/7/365 treatment plant reliability
- Maintain a proactive asset management program

PROBLEM

Without periodic cleaning of process structures, pipes, and wetwells to remove debris, grit, scum, and

other materials, the process capacity and performance of these assets will be compromised. Additionally, the Sanitation District will not have the opportunity to assess the structural and mechanical conditions inside of the structures, pipes, and wetwells without this cleaning.

PROPOSED SOLUTION

Establish a Service Contract for industrial cleaning services with a qualified firm to facilitate the removal of debris from process structures, pipes, wetwells, and assets to ensure conveyance capacity of treatment processes.

TIMING CONCERNS

The current Service Contract expires on December 10, 2020. Timely approval of the contract will enable staff to stay on track with the cleaning schedule and maximize process performance.

RAMIFICATIONS OF NOT TAKING ACTION

Without periodic cleaning, the Sanitation District could experience degraded treatment process performance and higher rehabilitation costs of assets in the future.

PRIOR COMMITTEE/BOARD ACTIONS

October 2016 - Approve a contingency increase of \$110,565 (21%) to the service contract with Performance Pipeline Technologies for Industrial Cleaning Services, Specification No. S-2015-714BD, for the period December 11, 2015 through December 10, 2016, for a new total contingency amount not to exceed \$215,865 (41%); and Approve a contingency of \$105,300 (20%) per year for all remaining renewal periods.

October 2015 - Award a service contract to Performance Pipeline Technologies for Industrial Cleaning Services, Specification No. S-2015-714BD, for a total amount not to exceed \$526,500 for the period December 11, 2015 through December 10, 2016, with four one-year renewal options; and Approve a contingency of \$105,300 (20%).

ADDITIONAL INFORMATION

Staff conducted a Request for Proposals on July 30, 2020. A virtual non-mandatory pre-proposal meeting was conducted on August 18, 2020 via Microsoft Teams. Proposals were due on September 10, 2020.

Prior to receipt of proposals, an Evaluation Team was formed consisting of the Sanitation District's staff listed below. The team was chaired by a Purchasing representative as a non-voting member. On September 29, 2020, the evaluation team met to discuss the policies and procedures for the evaluation process.

DEPARTMENT	TITLE
Operations	Principal Staff Analyst
Operations/Process Engineering	Senior Engineer

Maintenance	Maintenance Supervisor
Collections	Maintenance Supervisor

Members of the team performed an independent review of the proposals and later met as a group with the Buyer to evaluate and score the firms. Proposals were evaluated based on the following criterion:

CRITERION	DESCRIPTION	WEIGHT
1	Qualifications & Experience of Firm	30%
2	Proposed Staffing & Project Organization	20%
3	Work Plan	20%
4	Presentation/Interview	10%
5	Cost	20%

The Sanitation District received three proposals. One proposal was determined to be non-responsive since they did not possess the required C-42 license. The proposals were evaluated in accordance with defined Sanitation District procedures as required by the Sanitation District's Purchasing Ordinance.

All proposals were accompanied by a sealed cost proposal. The evaluation team first reviewed and scored the proposals based upon the criterion listed above, excluding presentation/interview and cost. Cost proposals were opened after criterion 1-3 were evaluated.

Rank	Proposer	Criterion 1 (Max 30%)	Criterion 2 (Max 20%)	Criterion 3 (Max 20%)	Criterion 4 (NOT USED)	Criterion 5 (Max 20%)	Total Weighted Score (Max 90%)
1	Performance Pipeline Technologies	26%	17%	18%	N/A	20%	81%
2	National Plant Services	21%	10%	11%	N/A	16%	58%

COST PROPOSALS	TOTAL COST
Performance Pipeline Technologies	\$694,500
National Plant Services	\$846,500

The cost proposals received are based upon an hourly rate and unit cost per gallon of material dewatered, as well as equipment mobilization and demobilization.

Based on these results, staff recommends awarding the Contract to the highest-ranking proposer, Performance Pipeline Technologies. Performance Pipeline Technologies is also the lowest cost proposer.

The proposed agreement is for a one-year period and will begin January 1, 2021 through December 31, 2021 with four optional one-year renewal authorizations based on successful performance by the contractor. Staff will use the service provider on an as-needed basis and does not guarantee work quantities or volumes.

Staff recommends awarding a Service Contract to Performance Pipeline Technologies as the highest rated proposer.

CEQA

Industrial cleaning services is categorically exempt from CEQA under the Class 1 categorical exemptions set forth in California Code of Regulations Section 15301. Section 15301 (Class 1) exempts from CEQA “the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use,” including “(b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services”.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District’s Purchasing Ordinance. This recommendation will be funded under the Professional & Contractual Services line item for Plant No. 1 Maintenance and Plant No. 2 Maintenance (Budget Fiscal Year 2020-21, Section 6, Page 92 and Page 96). The available funding is sufficient for this action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
11/18/2020	\$694,500	\$69,450 (10%)

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Service Contract

RM:mv:ab:ac

**SERVICE CONTRACT
INDUSTRIAL CLEANING SERVICES
SPECIFICATION NO. S-2020-1184BD**

THIS CONTRACT is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OCSD") and Performance Pipeline Technologies Inc. DBA Sanitation Systems, with a principal place of business at 5292 System Drive, Huntington Beach, CA 92649 (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OCSD desires to temporarily retain the services of Contractor for Industrial Cleaning Services "Services" as described in Exhibit "A"; and

WHEREAS, OCSD has chosen Contractor to conduct Services in accordance with Ordinance No. OCSD-52; and

WHEREAS, on November 18, 2020, the Board of Directors of OCSD, by minute order, authorized execution of this Contract between OCSD and Contractor; and

WHEREAS, Contractor is qualified by virtue of experience, training, and expertise to accomplish such Services,

NOW, THEREFORE, in consideration of the mutual promises and mutual benefits exchanged between the Parties, the Parties mutually agree as follows:

1. Introduction

1.1 This Contract and all exhibits hereto (called the "Contract") is made by OCSD and the Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".

1.2 Exhibits to this Contract are incorporated by reference and made a part of this Contract as though fully set forth at length herein.

Exhibit "A" Scope of Work

Exhibit "B" Proposal dated September 10, 2020 and
Cost Proposal dated September 10, 2020

Exhibit "C" Acknowledgement of Insurance Requirements

Exhibit "D" Contractor Safety Standards and
Safety SOP-102 Personal Protective Equipment (PPE)
Safety SOP-604 Confined Space
Safety SOP-605 Control of Hazardous Energy (LOTO)
Safety SOP-626 Fall Protection

Exhibit "E" Human Resources Policies

1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions of this Contract shall in all respects govern and control.

- 1.4 The provisions of this Contract may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.
- 1.5 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.
- 1.6 The term “days”, when used in the Contract, shall mean calendar days, unless otherwise noted as business days.
- 1.7 OCSD holidays (non-working days) are as follows: New Year’s Day, Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 The term “hours”, when used in this Contract, shall be as defined in Exhibit “A”.
- 1.9 Contractor shall provide OCSD with all required premiums and/or overtime work at no charge beyond the price provided under “Compensation” below.
- 1.10 Except as expressly provided otherwise, OCSD accepts no liability for any expenses, losses, or action incurred or undertaken by Contractor as a result of work performed in anticipation of purchases of said services by OCSD.
2. **Compensation** Compensation to be paid by OCSD to Contractor for the Services provided under this Contract shall be a total amount not exceed Six Hundred Ninety-four Thousand, Five Hundred Dollars (\$694,500.00).
3. **California Department of Industrial Relations (DIR) Registration and Record of Wages**
- 3.1 To the extent Contractor’s employees and/or its subcontractors who will perform Work during the design and preconstruction phases of a construction contract or perform work under a maintenance contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Contractor and its subcontractors shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
- 3.2 The Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- 3.3 Pursuant to Labor Code Section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OCSD and/or general public upon request, provided the public request is made through OCSD, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- 3.4 The Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

4. Payments and Invoicing

4.1 OCSD shall pay, net thirty (30) days, upon receipt and approval, by OCSD's Project Manager or designee, of itemized invoices submitted monthly for Services rendered in accordance with Exhibit "A". OCSD, at its sole discretion, shall be the determining party as to whether the Services have been satisfactorily completed.

4.2 Invoices shall be emailed by Contractor to OCSD Accounts Payable at APStaff@OCSD.com and "INVOICE" with the Purchase Order Number and S-2020-1184BD shall be referenced in the subject line.

5. Audit Rights Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, OCSD shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.

6. Scope of Work Subject to the terms of this Contract, Contractor shall perform the Services identified in Exhibit "A". Contractor shall perform said Services in accordance with generally accepted industry and professional standards.

7. Modifications to Scope of Work Requests for modifications to the Scope of Work hereunder can be made by OCSD at any time. All modifications must be made in writing and signed by both Parties.

8. Contract Term The Services provided under this Contract shall be completed within three hundred sixty-five (365) days from the effective date of the Notice to Proceed.

9. Renewals

9.1 OCSD may exercise the option to renew this Contract for up to four (4) one-year periods, under the terms and conditions contained herein. OCSD shall make no obligation to renew nor give reason if it elects not to renew.

9.2 This Contract may be renewed by OCSD Purchase Order.

10. Extensions The term of this Contract may be extended only by written instrument signed by both Parties.

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

12. Termination

12.1 OCSD reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OCSD of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OCSD shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) to the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OCSD from any further fee, cost or claim hereunder by Contractor other than for work performed to the date of termination.

12.2 OCSD reserves the right to terminate this Contract immediately upon OCSD's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Contract.

- 12.3 OCSD may also immediately cancel for default of this Contract in whole or in part by written notice to Contractor:
- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Contractor sells its business; or
 - if Contractor breaches any of the terms of this Contract; or
 - if total amount of compensation exceeds the amount authorized under this Contract.
- 12.4 All OCSD property in the possession or control of Contractor shall be returned by Contractor to OCSD upon demand, or at the termination of this Contract, whichever occurs first.
13. **Insurance** Contractor and all subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Acknowledgement of Insurance Requirements (attached hereto and incorporated herein as Exhibit "C"). Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OCSD, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to maintain required insurance coverage shall result in termination of this Contract.
14. **Indemnification and Hold Harmless Provision** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or be caused by Contractor's services under this Contract, or by its subcontractor(s) or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OCSD, Contractor shall indemnify, protect, defend and hold harmless OCSD, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process, or any patented or unpatented invention, article or appliance, furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OCSD, and with well qualified, adequately insured, and experienced legal counsel acceptable to OCSD.
15. **Contractor Safety Standards** OCSD requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as Contractor Safety Standards while working at OCSD locations. If during the course of the Contract it is discovered that Contractor Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OCSD. Contractor and all of its employees and subcontractors, shall adhere to all applicable Contractor Safety Standards attached hereto

in Exhibit "D", including Safety SOP-102 Personal Protective Equipment (PPE), Safety SOP-604 Confined Space, Safety SOP-605 Control of Hazardous Energy (LOTO), Safety SOP-626 Fall Protection, and the Human Resources Policies in Exhibit "E".

- 16. Warranties** In addition to the warranties stated in Exhibit "A", the following shall apply:
- 16.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance by the OCSD Project Manager or designee of the work as complete.
- 16.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work as specified in Exhibit "A", OCSD informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OCSD and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.
- 17. Force Majeure** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government or any other cause beyond its control, but said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Contract.
- 18. Freight (F.O.B. Destination)** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- 19. Familiarity with Work** By executing this Contract, Contractor warrants that: 1) it has investigated the work to be performed; and 2) it understands the facilities, difficulties and restrictions of the work under this Contract. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCSD, it shall immediately inform OCSD of this and shall not proceed, except at Contractor's risk, until written instructions are received from OCSD.
- 20. Regulatory Requirements** Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and California Water Codes Division 2.
- 21. Environmental Compliance** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
- 22. Licenses, Permits, Ordinances and Regulations** Contractor represents and warrants to OCSD that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to engage in this work. Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to the work performed under the terms of this Contract will be paid by Contractor.
- 23. Applicable Laws and Regulations** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold harmless from any and all damages and liabilities assessed against OCSD as a result of

Contractor's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.

24. Contractor's Employees Compensation

- 24.1 Davis-Bacon Act – Contractor will pay and will require all subcontractors to pay all employees on said project a salary or wage at least equal to the prevailing rate of per diem wages as determined by the Secretary of Labor in accordance with the Davis-Bacon Act for each craft or type of worker needed to perform the Contract. The provisions of the Davis-Bacon Act shall apply only if the Contract is in excess of two thousand dollars (\$2,000.00) and when twenty-five percent (25%) or more of the Contract is funded by Federal assistance. If the aforesaid conditions are met, a copy of the provisions of the Davis-Bacon Act to be complied with are incorporated herein as a part of this Contract and referred to by reference.
- 24.2 General Prevailing Rate – OCSD has been advised by the State of California Director of Industrial Relations of its determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of same are on file in the Engineering Department. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OCSD will have on file copies of the prevailing rate of per diem wages at its principal office and at each project site, which shall be made available to any interested party upon request.
- 24.3 Forfeiture For Violation – Contractor shall, as a penalty to OCSD, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.
- 24.4 Apprentices – Sections 1777.5, 1777.6, 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices are applicable to this Contract and the Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days or more; or if contracts of specialty contractors not bidding for work through the general or prime Contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.
- 24.5 Workday – In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by it hereunder. Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to OCSD as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the project.

24.6 **Record of Wages: Inspection** – Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the project and agrees to require that each of its subcontractors do the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. Penalties for non-compliance with the requirements of Section 1776 may be deducted from project payments per the requirements of Section 1776.

25. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Contractor's responsibility that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting or demolition of asbestos containing components or structures, shall comply with the appropriate rules and regulations of the SCAQMD.

26. **Governing Law** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange, in the event any action is brought in connection with this Contract or the performance thereof.

27. **Breach** The waiver of either party of any breach or violation of, or default under, any provision of this Contract, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OCSD does not object shall not operate as a waiver of OCSD's rights to seek remedies available to it for any subsequent breach.

28. **Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OCSD rejects the goods or Services or revokes acceptance of the goods or Services, OCSD may (1) cancel the Contract; (2) recover whatever amount of the purchase price OCSD has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OCSD elects to "cover" as described in (3), OCSD shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or Services and the Contract price, together with any incidental or consequential damages.

29. **Dispute Resolution**

29.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.

29.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq. For such purpose, an agreed arbitrator

shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to California Code of Civil Procedure Section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

30. **Attorney's Fees** If any action at law or inequity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.
31. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
32. **Severability** If any section, subsection, or provision of this Contract, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
33. **Damage to OCSD's Property** Any of OCSD's property damaged by Contractor, any subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OCSD.
34. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OCSD.
35. **Independent Contractor** The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an OCSD employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCSD's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OCSD's employees.
36. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OCSD. Any such attempted delegation or assignment shall be void.
37. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OCSD and Contractor.
38. **Non-Liability of OCSD Officers and Employees** No officer or employee of OCSD shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OCSD or for any amount which may become due to Contractor or to its successor, or for breach of any obligation for the terms of this Contract.

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

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

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

Contractor: Gene Glassburner, President
Performance Pipeline Technologies Inc. DBA Sanitation Systems
5292 System Drive
Huntington Beach, CA 92649

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

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

**PERFORMANCE PIPELINE TECHNOLOGIES INC.
DBA SANITATION SYSTEMS**

By _____
Date

Printed Name & Title of Officer

ORANGE COUNTY SANITATION DISTRICT

By _____
David John Shawver
Board Chairman
Date

By _____
Kelly A. Lore
Clerk of the Board
Date

By _____
Ruth Zintzun
Purchasing & Contracts Manager
Date



Orange County Sanitation District

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1264

Agenda Date: 11/4/2020

Agenda Item No: 5.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

QUARTERLY ODOR COMPLAINT REPORT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Receive and file the Fiscal Year 2020-21 First Quarter Odor Complaint Report.

BACKGROUND

During the first quarter of FY 2020-21, the Orange County Sanitation District had the following attributable odor complaints: Plant No. 1 had one odor complaint, Plant No. 2 had three odor complaints, and the collections system had two odor complaints. A summary of the odor complaints with a table tracking the history is included as an attachment.

RELEVANT STANDARDS

- Zero odor incidents/events under normal operating conditions for Plant Nos. 1 and 2
- Operate and maintain facilities to minimize impacts on surrounding communities, including odor, noise, and lighting
- 12 or fewer odor complaints per year under normal operating conditions in the collections system

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- FY 2020-21 First Quarter Odor Complaint Report

RS:BR:cf:gc

Orange County Sanitation District

Odor Complaint Report

Fiscal Year 2020/21 – 1st Quarter

1. Plant No. 1 Treatment Facility Odor Complaint Summary

Plant No. 1 received one attributable odor complaint during the 1st quarter. Upset in headworks' biological scrubber was the source of odor complaint. The biological condition is under investigation to prevent the decrease in removal efficiency in that process area.

Plant No. 2 Treatment Facility Odor Complaint Summary

Plant No. 2 received three attributable odor complaints during the 1st quarter. A mechanical failure of the vent fan in the truck loading bay, process draining of Trickling Filter C, and the unplugging of a trickling filter line were the sources of odor complaints. Operations and Maintenance supervisors are meeting to discuss future actions to prevent odors associated with maintenance activities.

2. Collections Facilities Odor Complaint Summary

The collection system received two attributable odor complaints in the City of Costa Mesa during the 1st quarter. Both odor complaints were due to the pressurization and ventilation of foul odors escaping sewer manhole covers. The manhole covers have been subsequently sealed to reduce sewer odors and prevent any further complaint.

All Odor Complaints Tracking

	Jul. 2020 to Sep. 2020			1 st Qtr FY 20/21	2 nd Qtr FY 20/21	3 rd Qtr FY 20/21	4 th Qtr FY 20/21	Cumulative FY 20/21
	Collections	P1	P2	Total	Total	Total	Total	Total
All Public Complaints								
Attributable to OCSD	2	1	3	6				6
Not Attributable to OCSD	3	0	1	4				4
Total Public Complaints Received:	5	1	4	10				10



OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1294

Agenda Date: 11/4/2020

Agenda Item No: 6.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

PLANT NO. 1 CENTRAL GENERATION UPS SYSTEM REPLACEMENT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a Purchase Order Contract for the purchase and installation of a replacement uninterruptible power supply system for Plant No. 1 Central Generation, using the U.S. Communities Master Agreement No. EV2370, to Graybar Electric, for an amount not to exceed \$102,325, plus applicable sales tax and freight; and
- B. Approve a contingency of \$20,465 (20%).

BACKGROUND

The Orange County Sanitation District's (Sanitation District) Reclamation Plant No. 1 is powered by Southern California Edison and the Plant No. 1 Central Generation (CenGen) operating in parallel. The control and computer systems that manage the engines, power transfer systems, and process systems at CenGen are powered with an uninterrupted power supply (UPS) to prevent short-duration power interruption that cause system instability. Power system instability causes plant wide equipment shutdowns.

RELEVANT STANDARDS

- Protect Orange County Sanitation District assets
- 24/7/365 treatment plant reliability
- Maintain a proactive asset management program

PROBLEM

The existing CenGen UPS system was installed under Project No. J-19-1 in 1993. This UPS system is at the end of its useful life and prone to battery failures. System components are obsolete, so replacement parts are difficult to locate and procure. The system may be down for extended periods when failures occur while parts are located and procured.

PROPOSED SOLUTION

Staff recommends replacing the existing CenGen UPS and batteries with a new turnkey solution from U.S. Communities/Graybar. The new UPS system will reduce operational risk and improve maintainability of the system.

TIMING CONCERNS

The Headworks Rehabilitation and Expansion Project No. P1-105 will replace the CenGen UPS in 2027 when a new power building is built and commissioned. The existing UPS cannot provide reliable service through 2027.

RAMIFICATIONS OF NOT TAKING ACTION

Not acting will impact the Plant No.1 power stability. In addition, the Continuous Emission Monitoring System for the CenGen engines will be impacted risking Air Quality Management District permit compliance.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

The scope of this project covers replacement of existing UPS units, batteries, and external bypass switches with new UPS units, batteries, and bypass switches. A 20% contingency is requested to cover any unforeseen issues during replacement and/or potential contactor delays caused by schedule conflicts involving taking critical equipment offline.

CEQA

UPS replacement is categorically exempt from CEQA under the Class 1 categorical exemptions set forth in California Code of Regulations Section 15301. Section 15301 (Class 1) exempts from CEQA “the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use,” including “(b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services”.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District’s Purchasing Ordinance. This recommendation will be funded under the Repair and Maintenance line item for Plant No. 1 Maintenance Department (Budget Fiscal Year 2020-21, Section 6, Page 92). The available funding is sufficient for this action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
11/04/2020	\$102,325	\$20,465 (20%)

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

N/A

RM:nb:jg:ab:qc



Orange County Sanitation District

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1139

Agenda Date: 11/4/2020

Agenda Item No: 7.

FROM: James D. Herberg, General Manager
Originator: Kathy Millea, Director of Engineering

SUBJECT:

ORANGE-WESTERN SUB-TRUNK REHABILITATION, CONTRACT NO. 3-64A

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Orange-Western Sub-Trunk Rehabilitation, Contract No. 3-64A; and
- B. Reject all bids and direct staff to combine the work for Orange-Western Sub-Trunk Rehabilitation, Contract No. 3-64A, into a single bid package with Los Alamitos Trunk Sewer Rehabilitation, Contract No. 3-64B.

BACKGROUND

Rehabilitation of Western Regional Sewers, Project No. 3-64, is a program to replace or rehabilitate regional sewers in the Orange County Sanitation District's (Sanitation District) northwestern service area including the cities of Los Alamitos, Cypress, La Palma, Buena Park, Anaheim, Seal Beach, and Rossmoor, an unincorporated area. These sewers range in age from 40 to 60 years and require mid-life refurbishment to attain their full-service life. To manage public impacts and resource demands, the work has been divided into three construction contracts to be completed on separate schedules.

Orange-Western Sub-Trunk Rehabilitation, Contract No. 3-64A, would rehabilitate 2.5 miles of 21-inch pipe along Orange Avenue between Valley View Street and Western Avenue and along Western Avenue between Orange Avenue and Santa Elena Drive in the cities of Anaheim, Cypress, and Buena Park.

Los Alamitos Trunk Sewer Rehabilitation, Contract No. 3-64B, will rehabilitate 6 miles of 24-inch through 39-inch pipe sewer in the cities of Seal Beach, Los Alamitos, and Cypress. This contract is scheduled to be advertised for construction in January 2021, with construction starting in May 2021.

Cypress Trunk Sewer Rehabilitation, Contract No. 3-64C, will rehabilitate or upsize 36,000 feet of sewers in the cities of Cypress, Los Alamitos, and La Palma. Detailed design of this contract is scheduled to start in January 2021, with construction starting in September 2022.

RELEVANT STANDARDS

- Achieve less than 2.1 sewer spills per 100 miles
- Comply with California Public Contract Code Section 20103.8: Award contract to lowest responsive, responsible bidder.
- Ensure the public's money is wisely spent

PROBLEM

On August 18, 2020, only two bids were received for Orange-Western Sub-Trunk Rehabilitation, Contract No. 3-64A. The low bid, from Teichert Energy & Utilities Group, Inc., was found to be non-responsive because it did not meet safety submittal requirements as stated in the Invitation for Bid (IFB). The other bid, from Kiewit Infrastructure West Co., was found to be responsive and responsible, but the bid was \$4.1 million, or 61 percent, higher than the Engineer's Estimate.

The contract could be rebid with some changes made to make it more attractive to bidders. However, the bid period would overlap with Los Alamitos Trunk Sewer Rehabilitation, Contract No. 3-64B. That contract involves very similar work, and the two contracts would be competing for the same bidders.

PROPOSED SOLUTION

Reject all bids for Orange-Western Sub-Trunk Rehabilitation, Contract No. 3-64A, and include the work into the same construction contract for Los Alamitos Trunk Sewer Rehabilitation, Contract No. 3-64B. The larger construction contract should be more attractive to general contractors, and construction management and inspection efforts may be reduced due to economies of scale. The two packages are approximately five miles apart, so there should be no overlapping public impacts.

TIMING CONCERNS

The Contract No. 3-64A work was originally separated out because it was expected to be started well before the Contract No. 3-64B work. Contract No. 3-64B is scheduled to be advertised for construction in January 2021, with construction starting in May 2021.

RAMIFICATIONS OF NOT TAKING ACTION

Board action is required by the California Public Contract Code to either award the contract as advertised, or to reject all bids.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

The Sanitation District advertised Orange-Western Sub-Trunk Rehabilitation, Contract No. 3-64A, for bids on June 30, 2020. Two sealed bids were received on August 18, 2020.

Engineer's Estimate	\$6,775,000
<u>Bidder</u>	<u>Amount of Bid</u>
Teichert Energy & Utilities Group, Inc.	\$6,520,000
Kiewit Infrastructure West Co.	\$10,912,500

The bids were evaluated in accordance with the Sanitation District's policies and procedures and staff consulted with Sanitation District's General Counsel prior to finalizing the evaluation process. Teichert Energy & Utilities Group, Inc. (Teichert), the apparent low bidder, was deemed nonresponsive for the following reasons:

- Teichert failed to meet the deadline for submission of safety information as required by the IFB.
- Teichert did not notify the Sanitation District of any extension needed prior to the missed deadline.
- In later communication with the Sanitation District's procurement staff, Teichert informed the Sanitation District that it did not intend to proceed with its Bid due to issues related to some of its subcontractors. Later, Teichert reconsidered its position and submitted its safety information ten days after the deadline. At that point, considering the IFB requirements, the Sanitation District's evaluation policies and procedures, and General Counsel's input, staff determined that the irregularity was material and could not be waived, which led to a nonresponsive determination.

One likely reason for the lack of interest from potential bidders is the difficult nature of the work with traffic control in busy arterial streets and confined-space entries. In addition, chemical injection grouting and cured-in-place lining are a significant part of the work, and that work is typically conducted by a small number of specialty contractors.

CEQA

The project is included in the “Rehabilitation of Western Regional Sewers Project No. 3-64” Environmental Impact Report (EIR) State Clearinghouse Number 2015111077. This EIR was certified by the Board of Directors and a Notice of Determination was filed on March 22, 2017.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted (Approved Budget Fiscal Years 2020-2021 and 2021-2022, Section 8, Page 23) and the budget is sufficient for this action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Presentation

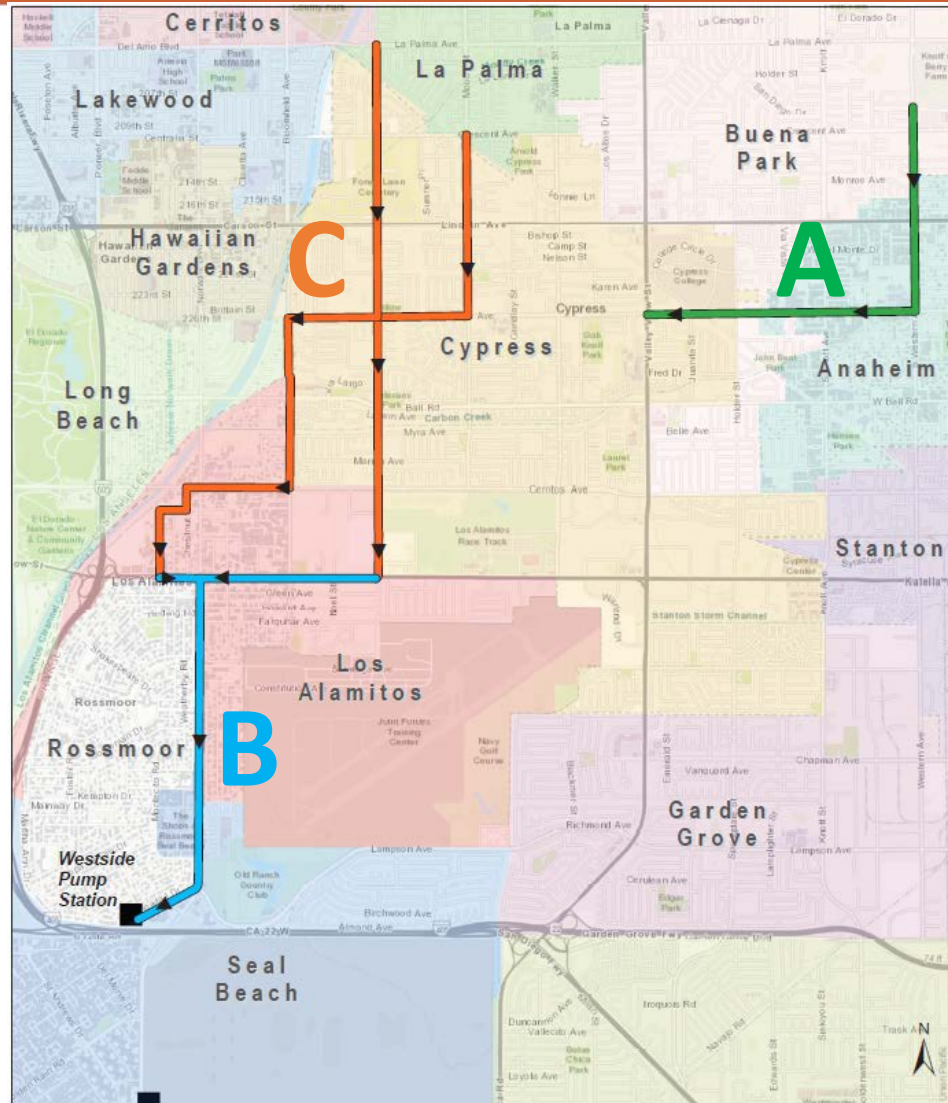
Orange-Western Sub-Trunk Rehabilitation

Contract No. 3-64A

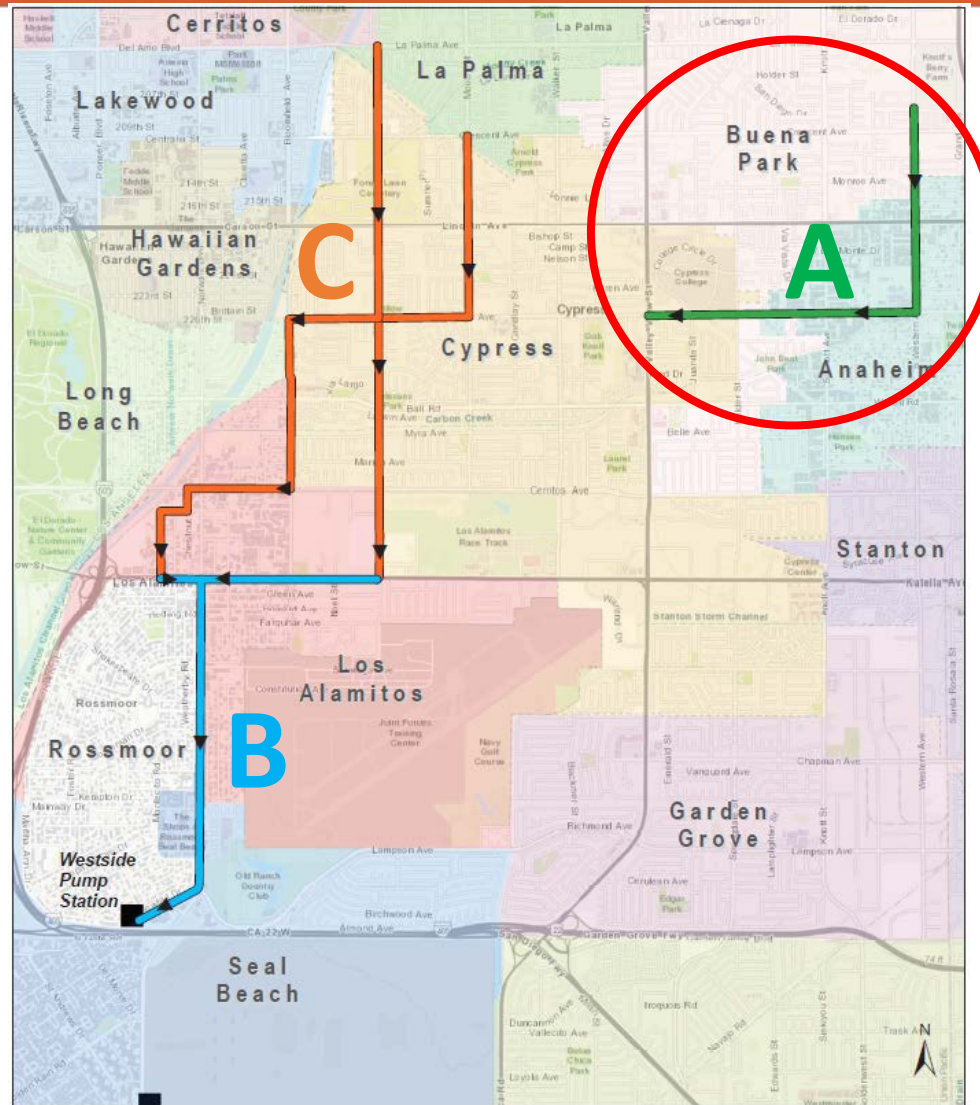
Kathy Millea, Director of Engineering
Operations Committee
November 4, 2020



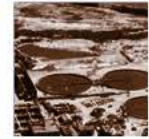
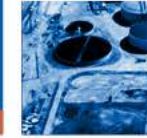
3-64 Rehabilitation of Western Regional Sewers



3-64A Orange-Western Sub-Trunk Rehabilitation



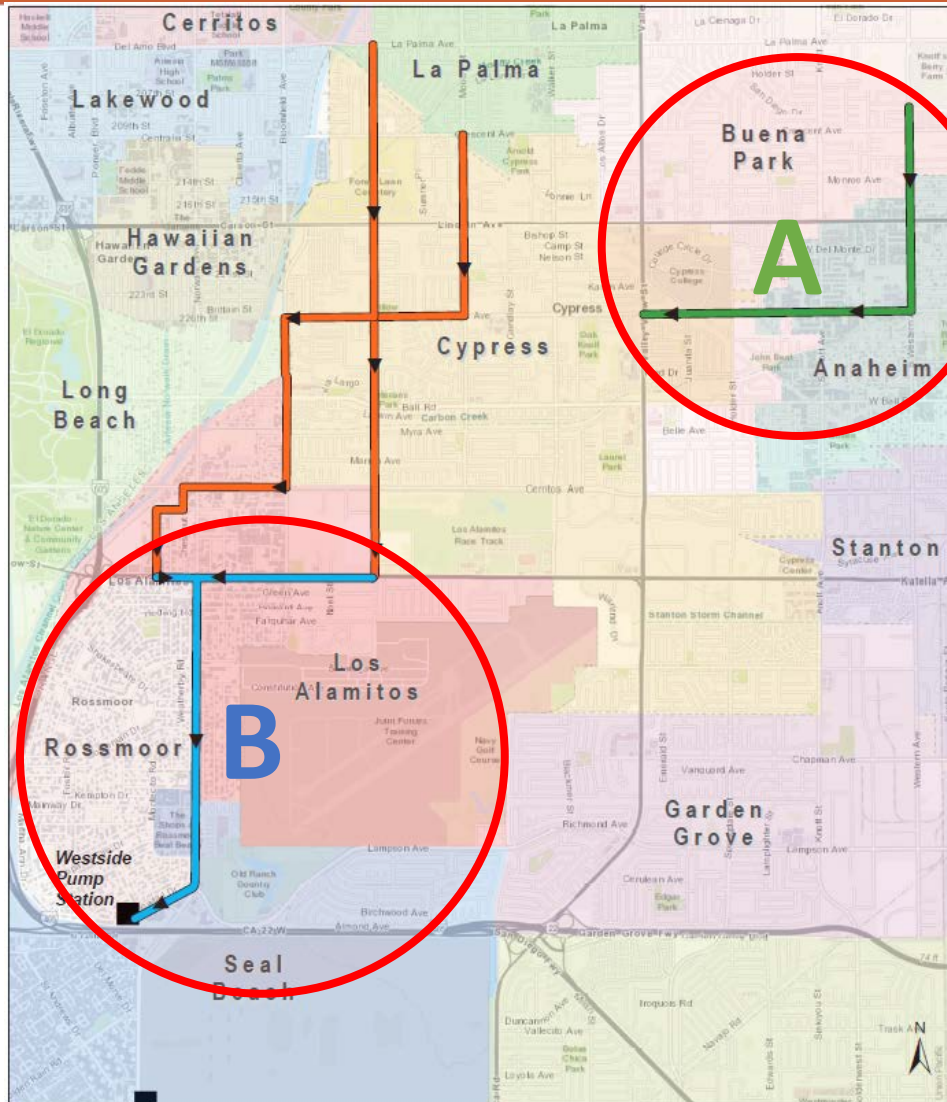
Bid Results



Bidder	Amount of Bid
Engineer's Estimate	\$6,775,000
Teichert Energy & Utilities Group, Inc.	\$ 6,520,000
Kiewit Infrastructure West Co.	\$ 10,912,500

Non-Responsive

Combine 3-64A & 3-64B



Construction Start
3-64A & 3-64B – May 2021

Recommendation



- Receive and file Bid Tabulation and Recommendation for Orange-Western Sub-Trunk Rehabilitation, Contract No. 3-64A; and
- Reject all bids and direct staff to combine the work for Orange-Western Sub-Trunk Rehabilitation, Contract No. 3-64A, into a single bid package with Los Alamitos Trunk Sewer Rehabilitation, Contract No. 3-64B.





Orange County Sanitation District

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1210

Agenda Date: 11/4/2020

Agenda Item No: 8.

FROM: James D. Herberg, General Manager
Originator: Kathy Millea, Director of Engineering

SUBJECT:

WAREHOUSE, ELECTRICAL SUBSTATION, AND 12KV SERVICE CENTER REPLACEMENT AT PLANT NO. 2, PROJECT NO. P2-126

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Professional Design Services Agreement with Stantec Consulting Services, Inc. to provide engineering services for Warehouse, Electrical Substation, and 12kV Service Center Replacement at Plant No. 2, Project No. P2-126, for an amount not to exceed \$4,876,455; and
- B. Approve a contingency of \$487,646 (10%).

BACKGROUND

The Orange County Sanitation District (Sanitation District) has an approximately 20,000 square foot warehouse at Plant No. 2 constructed in 1998 and used to support Plant No. 2 operations and maintenance activities.

Plant No. 2 receives power from Southern California Edison (SCE) from a single 66kV feed through an on-site SCE substation. The SCE Substation feeds the Sanitation District's 12kV Service Center, which includes electrical equipment to distribute utility power to Plant No. 2 facilities. The 12kV Service Center, built in 1979, is an approximately 5,600 square foot building.

RELEVANT STANDARDS

- 24/7/365 treatment plant reliability
- Protect Orange County Sanitation District assets
- Comply with the California Government Code Section 4525: Select the "best qualified" and "negotiate fair and equitable fees"

PROBLEM

The existing warehouse is located where new process facilities for the new Class A Digester Complex will be constructed under TPAD Digester Facility at Plant No. 2, Project No. P2-128. That specific area is required to accommodate process requirements and the long-term implementation

plan for completely replacing the existing digester complex. To avoid a delay to that project, the demolition of the existing warehouse must be completed by June 2025.

The existing SCE substation has one transformer and is fed from a single SCE line. A failure of the incoming SCE feed, or in the substation, could result in an extended SCE power outage. Although Plant No. 2 has a central generation system and standby generators, effluent permit compliance would be difficult to maintain for an extended period. Providing a second SCE feed requires replacement of the existing substation.

Seismic Evaluation of Structures at Plant Nos. 1 and 2, Project No. PS15-06, identified seismic issues with the 12kV Service Center and a potential for liquefaction during an earthquake. These issues can be mitigated, but the high cost of the work is not justifiable given the limited remaining life of the facility.

PROPOSED SOLUTION

Award a Professional Design Services Agreement for Warehouse, Electrical Substation, and 12kV Service Center Replacement at Plant No. 2, Project No. P2-126. This project will replace the Warehouse and 12kV Service Center and improve power reliability at the plant by installing a new SCE substation with redundant transformers and a second 66kV feed. The SCE substation will be designed and constructed by SCE under a separate agreement.

TIMING CONCERNS

The existing Warehouse must be demolished by June 2025 to avoid delaying TPAD Digester Facility at Plant No 2, Project No. P2-128. Any delay in starting the design could delay demolition of the existing Warehouse.

RAMIFICATIONS OF NOT TAKING ACTION

The Class A Digester Facilities being constructed under TPAD Digester Facility at Plant No. 2, Project No. P2-128, would have to be reconfigured to avoid impacting the existing Warehouse. There would continue to be risk of an extended power outage if the single SCE feed were to fail. Seismic retrofits would be required for the 12kV Service Center.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

Consultant Selection:

The Sanitation District requested and advertised for proposals for Warehouse, Electrical Substation, and 12kV Service Center Replacement at Plant No. 2, Project No. P2-126, on July 14, 2020. The following evaluation criterion were described in the Request for Proposals (RFP) and used to determine the most qualified Consultant.

CRITERION	WEIGHT
Project Understanding and Approach	40%
Related Project Experience	30%
Project Team and Staff Qualifications	30%

Three proposals were received on August 25, 2020 and evaluated in accordance with the evaluation process set forth in Sanitation District Board of Directors' Purchasing Ordinance No. OCSD-52 (Purchasing Ordinance) by a pre-selected Evaluation Team consisting of Sanitation District staff including a CIP Project Manager, Senior Engineer, two Engineering Managers, and an Engineering Supervisor. A fourth proposal was received after the deadline and was not accepted.

The Evaluation Team also included two non-voting representatives from the Contracts Administration Division and two non-voting technical advisors from Sanitation District staff.

The Evaluation Team scored the proposal on the established criterion as summarized in the table below:

	Firm	Approach (Max 40)	Related Experience (Max 30)	Team (Max 30)	Total Score (Max 100)
1	Stantec	31	20	21	72
2	Fluor	22	16	16	54
3	Gannett Fleming	21	16	15	52

Based on this scoring, one Consultant was shortlisted for interviews on September 10, 2020. Following the interview, each member of the Evaluation Team scored the Consultant based on both the proposals and interviews using the evaluation criterion and weighting described above. Based on the scoring shown below, Stantec Consulting Services, Inc. was selected as the most qualified Consultant.

	Firm	Approach (Max 40)	Related Experience (Max 30)	Team (Max 30)	Total Score (Max 100)
1	Stantec Consulting Services, Inc.	33	20	24	77

The selected firm presented a clear understanding of the project, the schedule risks, and an innovative approach to the site layout. The proposal also demonstrated an effective plan on how to execute the project and design and construct the new warehouse. The team and previous project experience directly related to replacement of the Warehouse are well-suited to the scope and likely challenges of the project.

Review of Fee Proposal and Negotiations:

Proposals were accompanied by sealed fee proposals. In accordance with the Purchasing Ordinance, the fee proposal of only the highest-ranked firm was opened after approval by the

Director of Engineering of the Evaluation Committee's recommendation.

Staff conducted negotiations with Stantec Consulting Services, Inc. to clarify the requirements of the Scope of Work, the assumptions used for the estimated level of effort, and the proposed approach to meet the goals and objectives for the project. Five negotiation meetings were held with multiple follow up e-mails and calls. The fee decreased due to revisions of the level of effort required by several subconsultants and the reduction in number of project meetings.

	Original Fee Proposal	Negotiated Fee
Total Hours	28,048	27,399
Total Fee	\$4,979,355	\$4,876,455

The Consultant's fringe and overhead costs, which factor into the billing rate, have been substantiated. The contract profit is 5.00%, which is based on an established formula based on the Sanitation District's standard design agreements.

Based on the above, staff has determined that the final negotiated fee is fair and reasonable for the level of effort required for this project and recommends award of the Professional Design Services Agreement to Stantec Consulting Services, Inc.

CEQA

The Project is included in the Draft Facilities Master Plan Program Environmental Impact Report (PEIR), State Clearinghouse Number 2019070998. The PEIR is scheduled for certification by the Sanitation District Board of Directors in December 2020. A Notice of Determination will be filed within five working days of certification.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted, (Adopted Budget, Fiscal Years 2020-2021 and 2021-2022, Section 8, Page 72) and the project budget is sufficient for the recommended action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Professional Design Services Agreement
- Presentation

VP:dm:sa:ac

PROFESSIONAL DESIGN SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into to be effective the 18th day of November, 2020 by and between the ORANGE COUNTY SANITATION DISTRICT, hereinafter referred to as "SANITATION DISTRICT", and STANTEC CONSULTING SERVICES, INC., for purposes of this Agreement hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the SANITATION DISTRICT desires to engage a CONSULTANT for **WAREHOUSE, ELECTRICAL SUBSTATION AND 12KV SERVICE CENTER REPLACEMENT AT PLANT NO. 2, PROJECT NO. P2-126**; and to provide Design services for the construction of the Project, which includes the replacement of the existing Plant 2 Warehouse; the replacement of the existing 12kV Electrical Service Center; the rerouting of the 12kV power and fiber optic duct banks to accommodate a future building project; and site improvements in the area of the new Warehouse, Substation, and 12kV Service Center to provide site grading, storm drain system improvements and relocate existing utilities; 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, the SANITATION DISTRICT has adopted procedures for the selection of professional services and has proceeded in accordance with said procedures to select a CONSULTANT to perform this work; and,

WHEREAS, at its regular meeting on November 18, 2020 the Board of Directors, by Minute Order, accepted the recommendation of Operations Committee pursuant to SANITATION DISTRICT's Purchasing Ordinance to approve this Agreement between the SANITATION DISTRICT and CONSULTANT.

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 and technical 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, completeness, and coordination of all design, drawings, specifications, and other services furnished by the CONSULTANT under this Agreement, including the work performed by its Subconsultants. Where approval by the SANITATION DISTRICT is indicated, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, 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 standards of best engineering practice for clarity, uniformity, and completeness. CONSULTANT shall respond to all comments, suggestions, and recommendations on the SANITATION DISTRICT's review comment sheets (i.e. DS1, DS2 and DS3). All comments shall be incorporated into the design prior to the next submittal deadline or addressed, in writing, as to why the comment has not been incorporated. CONSULTANT shall ensure that each submittal is 100% accurate for the level of work submitted (i.e. correct references, terms, capitalization or equal status, spelling, punctuation, etc.)
- C. In the event that work is not performed to the satisfaction of the SANITATION DISTRICT and does not conform to the requirements of this Agreement or any applicable industry standards, the CONSULTANT shall, without additional compensation, promptly correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services within the timeframe specified by the Project Engineer/Project Manager. The SANITATION DISTRICT may charge to CONSULTANT all costs, expenses and damages associated with any such corrections or revisions.
- D. All CAD drawings, figures, and other work shall be produced by CONSULTANTS and Subconsultants using the SANITATION DISTRICT CAD Manual. Conversion of CAD work from any other non-standard CAD format to the SANITATION DISTRICT format shall not be acceptable in lieu of this requirement.

Electronic files shall conform to the SANITATION DISTRICT specifications. Any changes to these specifications by the CONSULTANT are subject to review and approval of the SANITATION DISTRICT.

Electronic files shall be subject to an acceptance period of thirty (30) days during which the SANITATION DISTRICT 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 the SANITATION DISTRICT. Unless otherwise specifically stated in the Agreement, the term "days" will be understood to mean consecutive calendar days.

- E. The CONSULTANT shall ensure that all plans and specifications prepared or recommended under this Agreement allow for competitive bidding. The CONSULTANT shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the SANITATION DISTRICT. The CONSULTANT shall submit this written justification to the SANITATION DISTRICT prior to beginning work on such plans and specifications. Whenever the CONSULTANT recommends a specific

product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the project.

- F. All professional services performed by the CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the CONSULTANT, pursuant to this Agreement, are for the sole use of the SANITATION DISTRICT, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the SANITATION DISTRICT. 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 the SANITATION DISTRICT, (b) subsequently becomes publicly known to the CONSULTANT other than through disclosure by the SANITATION DISTRICT.

2. COMPENSATION

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

A. Total Compensation

Total compensation shall be in an amount not to exceed Four Million Eight Hundred Seventy-Six Thousand Four Hundred Fifty-Five Dollars (\$4,876,455). 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, the SANITATION DISTRICT 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 the SANITATION DISTRICT, CONSULTANT shall provide the SANITATION DISTRICT 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, the SANITATION DISTRICT 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, the SANITATION DISTRICT 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 the attached hourly rate Schedule and as specified in the Scope of Work. The SANITATION DISTRICT 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

The SANITATION DISTRICT 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. The SANITATION DISTRICT shall also pay to CONSULTANT actual costs for equipment rentals, leases or purchases with prior approval of the SANITATION DISTRICT. Upon request, CONSULTANT shall provide to the SANITATION DISTRICT 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 in scope of work resulting from field investigations and field work required by Contract. 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

The SANITATION DISTRICT 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 the SANITATION DISTRICT 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 of management of reimbursable costs inclusive but not limited to travel, lodging and meals arrangements. The SANITATION DISTRICT 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 the SANITATION DISTRICT any excess reimbursements after the reimbursement has been paid by the SANITATION DISTRICT.

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

Local Travel is considered travel by the CONSULTANT within the SANITATION DISTRICT general 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 the SANITATION DISTRICT for local travel. However, under certain circumstances overnight stay may be allowed at the discretion of the SANITATION DISTRICT 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 the SANITATION DISTRICT.

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 the SANITATION DISTRICT 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 the SANITATION DISTRICT'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 the SANITATION DISTRICT 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

The SANITATION DISTRICT, 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. CONSULTANT shall allocate costs in the same manner as it would for payment requests as described in this Section of the Agreement. CONSULTANT shall warrant and certify the accuracy of these costs and understand that submitted costs are subject to Section 11 - AUDIT PROVISIONS.
- B. CONSULTANT may submit monthly or periodic statements requesting payment for those items included in Section 2 - COMPENSATION hereof in the format as required by the SANITATION DISTRICT. Such requests shall be based upon the amount and value of the work and services performed by CONSULTANT under this Agreement and shall be prepared by CONSULTANT and accompanied by such supporting data, including a detailed breakdown of all costs incurred and project element work performed during the period covered by the statement, as may be required by the SANITATION DISTRICT.

Upon approval of such payment request by the SANITATION DISTRICT, payment shall be made to CONSULTANT as soon as practicable of one hundred percent (100%) of the invoiced amount on a per-project-element basis.

If the SANITATION DISTRICT determines that the work under this Agreement or any specified project element hereunder, is incomplete and that the amount of payment is in excess of:

- i. The amount considered by the SANITATION DISTRICT's Director of Engineering to be adequate for the protection of the SANITATION DISTRICT; or
- ii. The percentage of the work accomplished for each project element.

He or she may, at his or her discretion, retain an amount equal to that which insures that the total amount paid to that date does not exceed the percentage of the completed work for each project element 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-project-element basis. In the event the SANITATION DISTRICT'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, the SANITATION DISTRICT 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 the SANITATION DISTRICT, CONSULTANT will be paid the unpaid balance of any money due for such work, 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 the SANITATION DISTRICT a release of all claims against the SANITATION DISTRICT 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 the SANITATION DISTRICT for compensation under the terms of this Agreement may be held liable for treble damages and up to a ten thousand dollars (\$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 the SANITATION DISTRICT 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 the SANITATION DISTRICT; c) conspires to defraud the SANITATION DISTRICT by getting a false claim allowed or paid by the SANITATION DISTRICT; d) knowingly makes, uses, or causes to be made or used a false record or

statement to conceal, avoid, or decrease an obligation to the SANITATION DISTRICT; or e) is a beneficiary of an inadvertent submission of a false claim to the SANITATION DISTRICT, and fails to disclose the false claim to the SANITATION DISTRICT within a reasonable time after discovery of the false claim.

5. 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 SANITATION DISTRICT and/or general public upon request, provided the public request is made through SANITATION DISTRICT, 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 Regulation Section 16461(e).

6. DOCUMENT OWNERSHIP – SUBSEQUENT CHANGES TO PLANS AND SPECIFICATIONS

- A. Ownership of Documents for the Professional Services performed.

All documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Work or Professional Services, shall be the property of the SANITATION DISTRICT. The SANITATION DISTRICT'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. The SANITATION DISTRICT 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 plans or specifications, 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.

7. INSURANCE

A. General

Insurance shall be issued and underwritten by insurance companies acceptable to the SANITATION DISTRICT.

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, the SANITATION DISTRICT will accept State Compensation Insurance Fund, for the required policy of Worker's Compensation Insurance subject to the SANITATION DISTRICT's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, the SANITATION DISTRICT 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 the SANITATION DISTRICT or its agent.

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: Five Million Dollars (\$5,000,000) per occurrence with Ten Million Dollars (\$10,000,000) aggregate. 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 SANITATION DISTRICT 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.

C. Umbrella Excess Liability

The minimum limits of general liability and Automotive 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 automotive liability.

D. Automotive/Vehicle liability Insurance

The CONSULTANT shall maintain a policy of Automotive Liability Insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limits of liability coverage: Combined single limit of Two Million Dollars (\$2,000,000) or alternatively, One Million Dollars (\$1,000,000) per person for bodily injury and Two Million Dollars (\$2,000,000) per accident for property damage. 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 form acceptable to the SANITATION DISTRICT.

F. Worker's 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 Worker's Compensation Insurance shall be endorsed to provide for a waiver of subrogation in favor of the SANITATION DISTRICT. 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 Four Million Dollars (\$4,000,000) 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 the SANITATION DISTRICT a certificate of insurance in a form acceptable to the SANITATION DISTRICT 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 the SANITATION DISTRICT 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 the SANITATION DISTRICT before work commences. The SANITATION DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required, at any time. The following are approved forms that must be submitted as proof of coverage:

- Certificate of Insurance ACORD Form 25 (5/2010) or equivalent.
- Additional Insurance (ISO Form) CG2010 11 85 or
 (General Liability) The combination of (ISO Forms)
 CG 2010 10 01 and CG 2037 10 01

 All other Additional Insured endorsements must
 be submitted for approval by the SANITATION
 DISTRICT, and the SANITATION DISTRICT may
 reject alternatives that provide different or less
 coverage to the SANITATION DISTRICT.
- Additional Insured Submit endorsement provided by carrier for the
 (Auto Liability) SANITATION DISTRICT approval.

- Waiver of Subrogation State Compensation Insurance Fund
Endorsement No. 2570 or equivalent.
- Cancellation Notice State Compensation Insurance Fund
Endorsement No. 2065 or equivalent.

I. Cancellation Notice

Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice. The Cancellation Section of ACORD Form 25 (5/2010) shall state the required thirty (30) days' written notification. The policy shall not terminate, nor shall it be cancelled, nor the coverage reduced until thirty (30) days after written notice is given to the SANITATION DISTRICT except for nonpayment of premium, which shall require not less than ten (10) days written notice to the SANITATION DISTRICT. Should there be changes in coverage or an increase in deductible or SIR amounts, the CONSULTANT and its insurance broker/agent shall send to the SANITATION DISTRICT a certified letter which includes a description of the changes in coverage and/or any increase in deductible or SIR amounts. The certified letter must be sent to the attention of Risk Management, and shall be received by the SANITATION DISTRICT not less than thirty (30) days prior to the effective date of the change(s) if the change would reduce coverage or increase deductibles or SIR amounts or otherwise reduce or limit the scope of insurance coverage provided to the SANITATION DISTRICT.

J. Primary Insurance

All liability policies shall contain a Primary and Non-Contributory Clause. Any other insurance maintained by the SANITATION DISTRICT shall be excess and not contributing with the insurance provided by CONSULTANT.

K. Separation of Insured

All 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 the SANITATION DISTRICT on the Certificate of Insurance. All deductibles and/or self-insured retentions require approval by the SANITATION DISTRICT. At the

option of the SANITATION DISTRICT, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the SANITATION DISTRICT; or the CONSULTANT shall provide a financial guarantee satisfactory to the SANITATION DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

N. Defense Costs

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 SANITATION DISTRICT requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.

8. SCOPE CHANGES

In the event of a change in the Scope of Work, requested by SANITATION DISTRICT, 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.

9. PROJECT TEAM AND SUBCONSULTANTS

CONSULTANT shall provide to SANITATION DISTRICT, 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 by CONSULTANT. CONSULTANT shall include a description of the scope of work to be done by each Subconsultant and each CONSULTANT's project team member. CONSULTANT shall include the respective compensation amounts for CONSULTANT and each Subconsultant on a per-project-element basis, 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 the SANITATION DISTRICT.

10. ENGINEERING REGISTRATION

The CONSULTANT's personnel 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 requires the services of a registered engineer. Such services hereunder will be performed under the direct supervision of registered engineers.

11. AUDIT PROVISIONS

- A. SANITATION DISTRICT 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 the SANITATION DISTRICT determines are necessary to discover and verify that the CONSULTANT is in compliance with all requirements under this Agreement. The CONSULTANT shall include the SANITATION DISTRICT's right as described above, in any and all of their subcontracts, and shall ensure that these rights are binding upon all Subconsultants.
- B. SANITATION DISTRICT retains the right to examine CONSULTANT's books, records, documents and any other evidence of procedures and practices that the SANITATION DISTRICT 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 the SANITATION DISTRICT's policy. The CONSULTANT shall make available to the SANITATION DISTRICT for review and audit, all project related accounting records and documents, and any other financial data within 15 days after receipt of notice from the SANITATION DISTRICT. Upon SANITATION DISTRICT's request, the CONSULTANT shall submit exact duplicates of originals of all requested records to the SANITATION DISTRICT. If an audit is performed, CONSULTANT shall ensure that a qualified employee of the CONSULTANT will be available to assist SANITATION DISTRICT's auditor in obtaining all project related accounting records and documents, and any other financial data.

12. LEGAL RELATIONSHIP BETWEEN PARTIES

The legal relationship between the parties hereto is that of an independent contractor and nothing herein shall be deemed to make CONSULTANT an employee of the SANITATION DISTRICT.

13. 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.

Notices shall be mailed to the SANITATION DISTRICT at:

ORANGE COUNTY SANITATION DISTRICT
10844 Ellis Avenue, Fountain Valley, CA 92708-7018
Attention: Ludwig Lapus, Senior Contracts Administrator
Copy: Victoria Pilko, Project Manager

Notices shall be mailed to CONSULTANT at:

Stantec Consulting Services, Inc.
38 Technology Drive, Irvine, CA 92618
Attention: Venu Kolli

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

14. TERMINATION

The SANITATION DISTRICT 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 the SANITATION DISTRICT and/or CONSULTANT in accordance with Section 13 - NOTICES.

15. DOCUMENTS AND STUDY MATERIALS

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

16. 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.

17. AGREEMENT EXECUTION AUTHORIZATION

Both the SANITATION DISTRICT and CONSULTANT do covenant that each individual executing this document by and on behalf of each party is a person duly authorized to execute agreements for that party.

18. 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.

19. 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 it may be entitled.

20. PROGRESS REPORTS

Monthly progress reports shall be submitted for review by the tenth day of the following month and must include as a minimum: 1) current activities, 2) future activities, 3) potential items that are not included in the Scope of Work, 4) concerns and possible delays, 5) percentage of completion, and 6) budget status.

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, the SANITATION DISTRICT informs CONSULTANT that any part of the services fails to meet those standards, CONSULTANT shall, within the time prescribed by the SANITATION DISTRICT, take all such actions as are necessary to correct or complete the noted deficiency(ies).

22. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend (at CONSULTANT's sole cost and expense and with legal counsel approved by the SANITATION DISTRICT, which approval shall not be unreasonably withheld), protect and hold harmless the SANITATION DISTRICT and all of SANITATION DISTRICT'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, attorneys’ fees, disbursements and court costs, and all other professional, expert or CONSULTANT’s fees and costs and the SANITATION DISTRICT’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 the SANITATION DISTRICT 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 the DISTRICT 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. CONSULTANT PERFORMANCE

The CONSULTANT's performance shall be evaluated by the SANITATION DISTRICT. A copy of the evaluation shall be sent to the CONSULTANT for comment. The evaluation, together with the comments, shall be retained by the SANITATION DISTRICT and may be considered in future CONSULTANT selection processes.

25. COMPLIANCE WITH SANITATION DISTRICT POLICIES AND PROCEDURES

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

26. CLOSEOUT

When the SANITATION DISTRICT determines that all Work authorized under the Agreement is fully complete and that the SANITATION DISTRICT requires no further work from CONSULTANT, or the Agreement is otherwise terminated or expires in accordance with the terms of the Agreement, the SANITATION DISTRICT 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, the SANITATION DISTRICT 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 this Agreement. Such support must be provided within the timeframe requested by the SANITATION DISTRICT.

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 the SANITATION DISTRICT (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 the SANITATION DISTRICT 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 the SANITATION DISTRICT for any purpose nor imply acceptance of, or agreement with, the CONSULTANT's request for final Agreement Acceptance.

27. 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 the SANITATION DISTRICT, by its officers thereunto duly authorized, and CONSULTANT as of the day and year first above written.

CONSULTANT: STANTEC CONSULTING SERVICES, INC.

By _____ Date _____

Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By _____ Date _____
David John Shawver
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

LL:ms

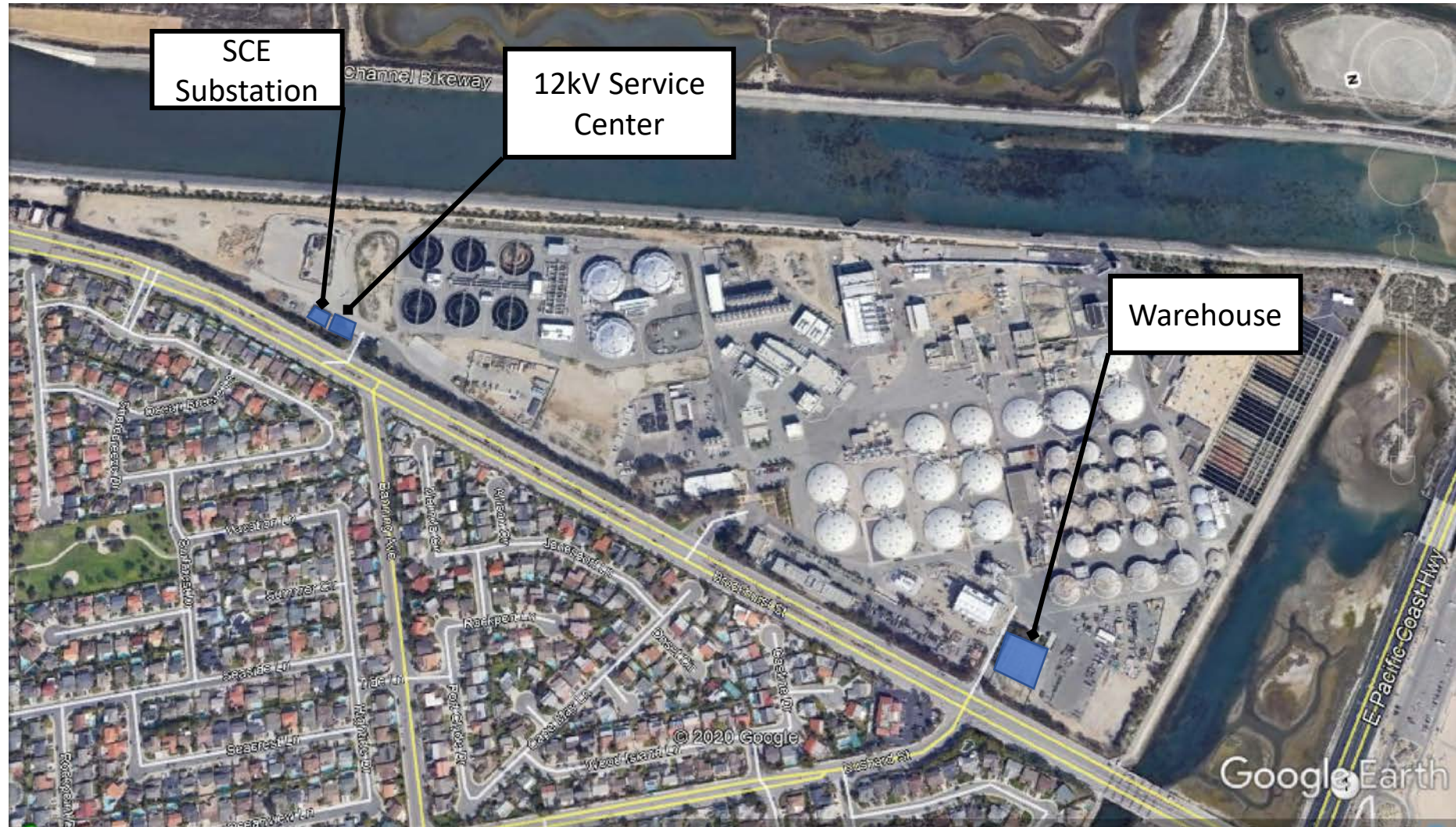
Warehouse, Electrical Substation and 12kV Service Center Replacement at Plant No. 2

Project No. P2-126

Kathy Millea, Director of Engineering
Operations Committee
November 4, 2020



Facilities to be Replaced at Plant No. 2



Existing Warehouse







Existing SCE Substation



SCE
Substation



DRAFT

METHOD OF SERVICE STUDY REPORT

Orange County Sanitation District
Orcogen Substation

Month XX, 2020

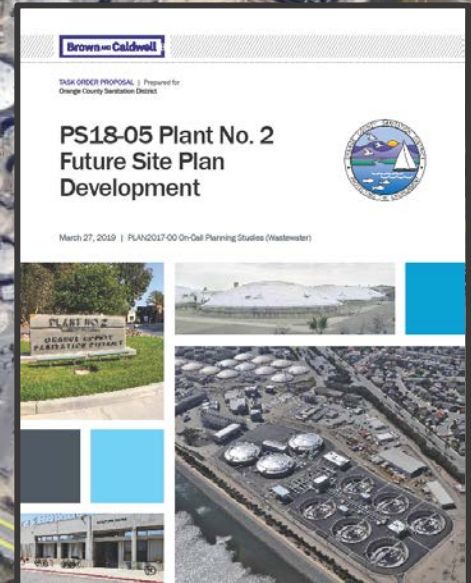


This study has been completed by Southern California Edison
pursuant to the request of OCSD, Inc.

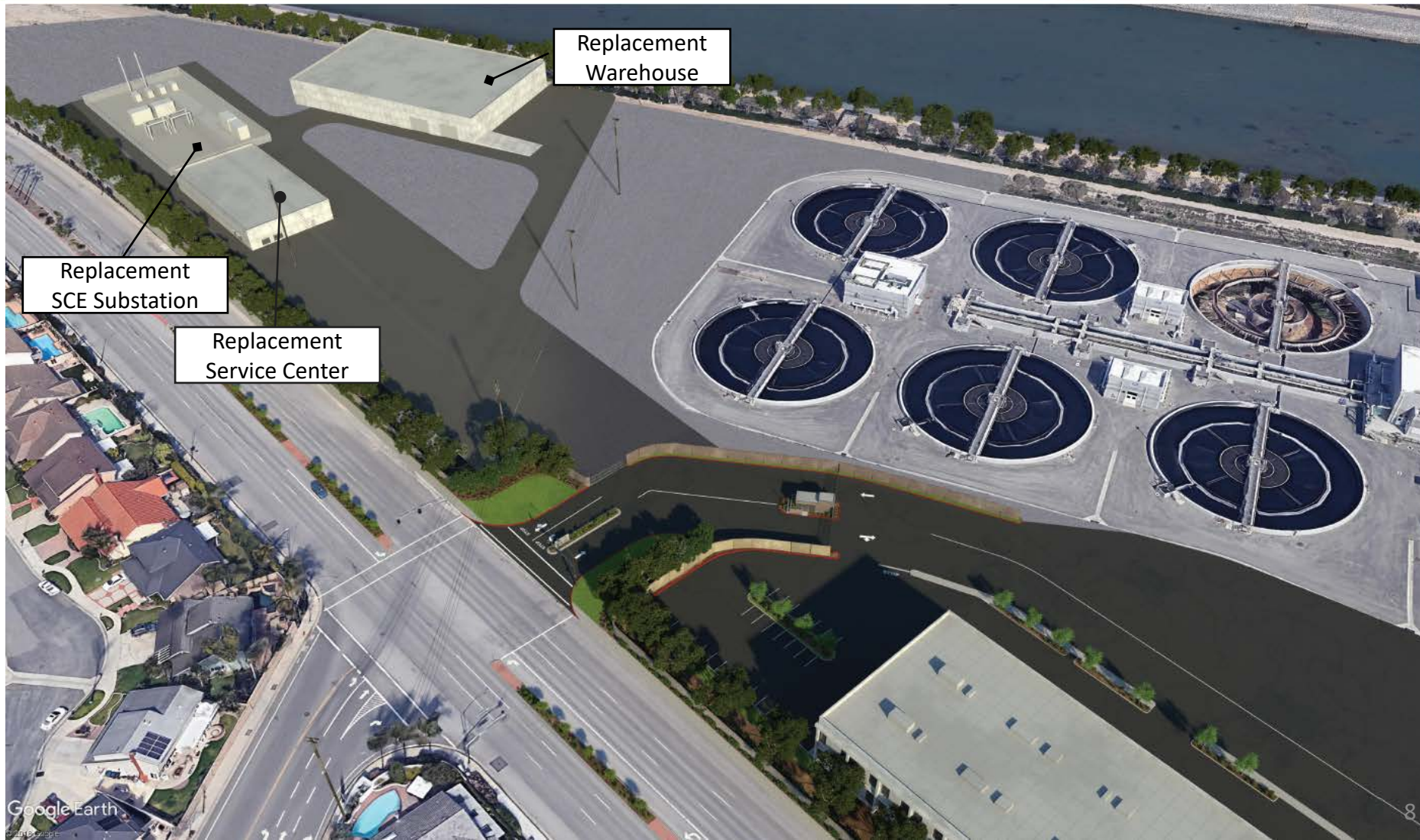
This document includes confidential trade secrets, Confidential Business Information (CBI), and proprietary information of Southern California Edison (SCE) to be used by OCSD, Inc. for the purpose of the Method of Service Study. SCE reserves all rights to maintain the confidentiality of this information and requests that OCSD, Inc. protect its confidentiality.

SCE Feed Reliability
Improvements Study

Project Site



Future Site Layout Rendering



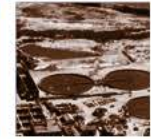
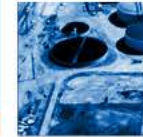
Construction Cost and Duration



	Construction Cost	Start Year	Duration (in Years)
Warehouse	\$8.2M	2023	1.5
12 kV Service Center	\$14.8M	2024	3.5
SCE Substation	\$19.5M*	2024	3

* Work by SCE. Cost includes design and construction.

Selection Process



- Three proposals received
- Interviewed the top proposer
- Stantec Consulting Services selected
 - Clear understanding of the project
 - Approach to schedule risks
 - Creative approach to site layout
 - Experienced project team

Negotiations



	Original Proposal	Negotiated
Total Hours	28,048	27,399
Total Fee	\$4,979,355	\$4,876,455

- Five meetings held with Consultant
- Clarified project elements and design assumptions
- Ensured scope and level of effort are appropriate

Recommendation



- Approve a Professional Design Services Agreement with Stantec Consulting Services, Inc. to provide engineering services for Warehouse, Electrical Substation and 12kV Service Center Replacement at Plant No. 2, Project No. P2-126, for an amount not to exceed \$4,876,455; and
- Approve a contingency of \$487,646 (10%).





OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1304

Agenda Date: 11/4/2020

Agenda Item No: 9.

FROM: James D. Herberg, General Manager
Originator: Lan C. Wiborg, Director of Environmental Services

SUBJECT:

BIOSOLIDS THERMAL CONVERSION RFI UPDATE

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Information Item.

BACKGROUND

The 2019 Strategic Plan Biosolids Management Policy paper states that the Orange County Sanitation District (Sanitation District) "will issue a request for information (RFI) to research and evaluate available emerging markets such as biosolids-to-energy options or other biosolids recycling operations within a 200-mile radius of the Sanitation District to potentially develop a scope of work and minimum requirements for a future contract solicitation".

The Biosolids Master Plan strategy also calls for maintaining diversity of biosolids management options by investigating emerging markets such as thermal conversion of biosolids. A biosolids-to-energy option RFI was completed in April 2020. The results of the RFI process will be presented along with anticipated next steps.

RELEVANT STANDARDS

- Maintain and adhere to appropriate internal planning documents (Strategic Plan, Biosolids Master Plan)
- Safe, beneficial reuse of Biosolids
- Comply with environmental permit requirements

PROBLEM

The Sanitation District has completed the RFI process and is ready to move to the next step. New and anticipated regulations may limit future options for biosolids recycling and there are only a small number of established Biosolids Thermal Conversion contractors with limited capacity.

PROPOSED SOLUTION

The Sanitation District plans to strategically establish contracts with Biosolids Thermal Conversion operators to secure capacity for beneficial reuse and/or disposal of biosolids in preparation for new and anticipated regulations.

TIMING CONCERNS

Several Biosolids Thermal Conversion Operations will be coming online in 2021, and the Sanitation District would like to secure capacity and demonstrate effectiveness of these technologies in advance of new and anticipated regulations.

RAMIFICATIONS OF NOT TAKING ACTION

The Sanitation District may be facing inadequate offsite biosolids management capacity if future environmental regulations limit biosolids recycling options.

ADDITIONAL INFORMATION

The RFI found two viable Biosolids Thermal Conversion options that have available near-term and long-term capacity that do not require guaranteed biosolids tonnages. These facilities have been funded for construction independent of the Sanitation District's potential financial contributions, making these options low risk.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

N/A

ORANGE COUNTY SANITATION DISTRICT COMMON ACRONYMS

ACWA	Association of California Water Agencies	LOS	Level Of Service	RFP	Request For Proposal
APWA	American Public Works Association	MGD	Million Gallons Per Day	RWQCB	Regional Water Quality Control Board
AQMD	Air Quality Management District	MOU	Memorandum of Understanding	SARFPA	Santa Ana River Flood Protection Agency
ASCE	American Society of Civil Engineers	NACWA	National Association of Clean Water Agencies	SARI	Santa Ana River Interceptor
BOD	Biochemical Oxygen Demand	NEPA	National Environmental Policy Act	SARWQCB	Santa Ana Regional Water Quality Control Board
CARB	California Air Resources Board	NGOs	Non-Governmental Organizations	SAWPA	Santa Ana Watershed Project Authority
CASA	California Association of Sanitation Agencies	NPDES	National Pollutant Discharge Elimination System	SCADA	Supervisory Control And Data Acquisition
CCTV	Closed Circuit Television	NWRI	National Water Research Institute	SCAP	Southern California Alliance of Publicly Owned Treatment Works
CEQA	California Environmental Quality Act	O & M	Operations & Maintenance	SCAQMD	South Coast Air Quality Management District
CIP	Capital Improvement Program	OCCOG	Orange County Council of Governments	SOCWA	South Orange County Wastewater Authority
CRWQCB	California Regional Water Quality Control Board	OCHCA	Orange County Health Care Agency	SRF	Clean Water State Revolving Fund
CWA	Clean Water Act	OCSD	Orange County Sanitation District	SSMP	Sewer System Management Plan
CWEA	California Water Environment Association	OCWD	Orange County Water District	SSO	Sanitary Sewer Overflow
EIR	Environmental Impact Report	OOBS	Ocean Outfall Booster Station	SWRCB	State Water Resources Control Board
EMT	Executive Management Team	OSHA	Occupational Safety and Health Administration	TDS	Total Dissolved Solids
EPA	US Environmental Protection Agency	PCSA	Professional Consultant/Construction Services Agreement	TMDL	Total Maximum Daily Load
FOG	Fats, Oils, and Grease	PDSA	Professional Design Services Agreement	TSS	Total Suspended Solids
gpd	gallons per day	PFAS	Per- and Polyfluoroalkyl Substances	WDR	Waste Discharge Requirements
GWRS	Groundwater Replenishment System	PFOA	Perfluorooctanoic Acid	WEF	Water Environment Federation
ICS	Incident Command System	PFOS	Perfluorooctanesulfonic Acid	WERF	Water Environment & Reuse Foundation
IERP	Integrated Emergency Response Plan	POTW	Publicly Owned Treatment Works	WIFIA	Water Infrastructure Finance and Innovation Act
JPA	Joint Powers Authority	ppm	parts per million	WIIN	Water Infrastructure Improvements for the Nation Act
LAFCO	Local Agency Formation Commission	PSA	Professional Services Agreement	WRDA	Water Resources Development Act

ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

ACTIVATED SLUDGE PROCESS – A secondary biological wastewater treatment process where bacteria reproduce at a high rate with the introduction of excess air or oxygen and consume dissolved nutrients in the wastewater.

BENTHOS – The community of organisms, such as sea stars, worms, and shrimp, which live on, in, or near the seabed, also known as the benthic zone.

BIOCHEMICAL OXYGEN DEMAND (BOD) – The amount of oxygen used when organic matter undergoes decomposition by microorganisms. Testing for BOD is done to assess the amount of organic matter in water.

BIOGAS – A gas that is produced by the action of anaerobic bacteria on organic waste matter in a digester tank that can be used as a fuel.

BIOSOLIDS – Biosolids are nutrient rich organic and highly treated solid materials produced by the wastewater treatment process. This high-quality product can be recycled as a soil amendment on farmland or further processed as an earth-like product for commercial and home gardens to improve and maintain fertile soil and stimulate plant growth.

CAPITAL IMPROVEMENT PROGRAM (CIP) – Projects for repair, rehabilitation, and replacement of assets. Also includes treatment improvements, additional capacity, and projects for the support facilities.

COLIFORM BACTERIA – A group of bacteria found in the intestines of humans and other animals, but also occasionally found elsewhere, used as indicators of sewage pollution. E. coli are the most common bacteria in wastewater.

COLLECTIONS SYSTEM – In wastewater, it is the system of typically underground pipes that receive and convey sanitary wastewater or storm water.

CERTIFICATE OF PARTICIPATION (COP) – A type of financing where an investor purchases a share of the lease revenues of a program rather than the bond being secured by those revenues.

CONTAMINANTS OF POTENTIAL CONCERN (CPC) – Pharmaceuticals, hormones, and other organic wastewater contaminants.

DILUTION TO THRESHOLD (D/T) – The dilution at which the majority of people detect the odor becomes the D/T for that air sample.

GREENHOUSE GASES (GHG) – In the order of relative abundance water vapor, carbon dioxide, methane, nitrous oxide, and ozone gases that are considered the cause of global warming ("greenhouse effect").

GROUNDWATER REPLENISHMENT SYSTEM (GWRS) – A joint water reclamation project that proactively responds to Southern California's current and future water needs. This joint project between the Orange County Water District and OCSD provides 70 million gallons per day of drinking quality water to replenish the local groundwater supply.

LEVEL OF SERVICE (LOS) – Goals to support environmental and public expectations for performance.

N-NITROSODIMETHYLAMINE (NDMA) – A N-nitrosamine suspected cancer-causing agent. It has been found in the GWRS process and is eliminated using hydrogen peroxide with extra ultra-violet treatment.

NATIONAL BIOSOLIDS PARTNERSHIP (NBP) – An alliance of the NACWA and WEF, with advisory support from the EPA. NBP is committed to developing and advancing environmentally sound and sustainable biosolids management practices that go beyond regulatory compliance and promote public participation to enhance the credibility of local agency biosolids programs and improved communications that lead to public acceptance.

PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) – A large group (over 6,000) of human-made compounds that are resistant to heat, water, and oil and used for a variety of applications including firefighting foam, stain and water-resistant clothing, cosmetics, and food packaging. Two PFAS compounds, perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) have been the focus of increasing regulatory scrutiny in drinking water and may result in adverse health effects including developmental effects to fetuses during pregnancy, cancer, liver damage, immunosuppression, thyroid effects, and other effects.

PERFLUOROOCTANOIC ACID (PFOA) – An ingredient for several industrial applications including carpeting, upholstery, apparel, floor wax, textiles, sealants, food packaging, and cookware (Teflon).

PERFLUOROOCTANESULFONIC ACID (PFOS) – A key ingredient in Scotchgard, a fabric protector made by 3M, and used in numerous stain repellents.

PLUME – A visible or measurable concentration of discharge from a stationary source or fixed facility.

PUBLICLY OWNED TREATMENT WORKS (POTW) – A municipal wastewater treatment plant.

SANTA ANA RIVER INTERCEPTOR (SARI) LINE – A regional brine line designed to convey 30 million gallons per day of non-reclaimable wastewater from the upper Santa Ana River basin to the ocean for disposal, after treatment.

SANITARY SEWER – Separate sewer systems specifically for the carrying of domestic and industrial wastewater.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) – Regional regulatory agency that develops plans and regulations designed to achieve public health standards by reducing emissions from business and industry.

SECONDARY TREATMENT – Biological wastewater treatment, particularly the activated sludge process, where bacteria and other microorganisms consume dissolved nutrients in wastewater.

SLUDGE – Untreated solid material created by the treatment of wastewater.

TOTAL SUSPENDED SOLIDS (TSS) – The amount of solids floating and in suspension in wastewater.

ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

TRICKLING FILTER – A biological secondary treatment process in which bacteria and other microorganisms, growing as slime on the surface of rocks or plastic media, consume nutrients in wastewater as it trickles over them.

URBAN RUNOFF – Water from city streets and domestic properties that carry pollutants into the storm drains, rivers, lakes, and oceans.

WASTEWATER – Any water that enters the sanitary sewer.

WATERSHED – A land area from which water drains to a particular water body. OCSD's service area is in the Santa Ana River Watershed.