

**PROFESSIONAL SERVICES AGREEMENT**  
**PFAS Sampling and Analysis Plan**  
**Specification No. CS-2020-1178BD**

**THIS AGREEMENT** 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 CDM Smith Inc. with a principal place of business at 46 Discovery, Suite 250, Irvine, CA 92618 (hereinafter referred to as "Consultant") collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, based on Consultant's expertise and experience, OCSD desires to temporarily engage Consultant to provide assistance in meeting the anticipated requirements of the State Water Resources Control Board's (SWRCB's) Per- and Poly-fluoroalkyl Substances (PFAS) Phase III Investigative Order (Order) "Services" as described in Exhibit "A"; and

**WHEREAS**, Consultant submitted its Proposal, dated September 1, 2020; and

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

**WHEREAS**, OCSD has chosen Consultant to conduct Services in accordance with Ordinance No. OCSD-52.

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

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

Exhibit "A" Scope of Work

Exhibit "B" Proposal dated September 1, 2020 and  
Cost Proposal dated October 23, 2020

Exhibit "C" Acknowledgement of Insurance Requirements

Exhibit "D" Contractor Safety Standards and  
Safety SOP-102 Personal Protective Equipment (PPE)

Exhibit "E" Human Resources Policies

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

1.4 This Agreement may not be modified, changed, or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by both Parties.

- 1.5 The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.
- 1.6 The term “days”, when used in the Agreement, shall mean calendar days, unless otherwise noted as workdays.
- 1.7 The term “workday”. Workdays are defined as all days that are not Saturday, Sunday, or OCSD observed holidays. OCSD review periods shall not include OCSD observed holidays.
- 1.8 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.
- 1.9 Work Hours: All work with OCSD staff shall be scheduled Monday through Thursday, between the hours of 7:30 a.m. and 4:30 p.m. OCSD will not pay for travel time.
- 1.10 Consultant shall provide OCSD with all required premiums and/or overtime work at no charge beyond the total amount of the Agreement.
- 1.11 Except as expressly provided otherwise, OCSD accepts no liability for any expenses, losses, or action incurred or undertaken by Consultant as a result of work performed in anticipation of purchases of said Services by OCSD.

## **2. Scope of Work**

- 2.1 Consultant agrees to furnish necessary professional Services to accomplish those project elements outlined in the Scope of Work attached hereto as "Exhibit A", and by this reference made a part of this Agreement.
- 2.2 The Consultant shall be responsible for the professional quality, technical accuracy, and completeness and coordination of the work and Services furnished by the Consultant under this Agreement, including the work performed by its subconsultants and subcontractors. Where approval by OCSD is indicated, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, regulations, codes, industry standards and liability for damages caused by errors, omissions, noncompliance with industry standards, and/or negligence on the part of the Consultant or its subconsultants or subcontractors.
- 2.3 Consultant is responsible for the quality of work prepared under this Agreement and shall ensure that all work is performed to the prevailing industry standards for clarity, uniformity, and completeness. Consultant shall timely respond to all comments, suggestions, and recommendations from OCSD. All comments from OCSD, or its agent, shall be incorporated into the work prior to the next review deadline or addressed, in writing, as to why the comment(s) has/have not been incorporated. Consultant shall ensure that each submittal is 100% accurate for the level of work submitted (i.e. correct references, terms, capitalization, spelling, punctuation, etc.).
- 2.4 In the event that Consultant's services and/or work product(s) is not to the satisfaction of the OCSD and/or does not conform to the requirements of this Agreement or the applicable industry standards, the Consultant shall, without additional compensation, promptly correct or revise any errors or deficiencies in its work product(s) within the timeframe specified by the Project Manager. OCSD may charge to Consultant all costs, expenses and damages associated with any such corrections or revisions.

- 2.5 All Services performed by the Consultant, including, but not limited to, all drafts, data, correspondence, proposals, and reports compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of OCSD, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of OCSD. 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 OCSD, or (b) subsequently becomes publicly known to the Consultant other than through disclosure by OCSD.
- 2.6 Consultant warrants that all of its Services shall be performed in a competent, professional, and satisfactory manner.
3. **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. A review of the time required for the modification will be made by OCSD and Consultant and the Agreement period adjusted accordingly.
4. **Compensation** Compensation to be paid by OCSD to Consultant for the Services provided under this Agreement shall be a total amount not to exceed Three Hundred Sixty-nine Thousand, Six Dollars (\$369,006.00).
5. **California Department of Industrial Relations (DIR) Registration and Record of Wages**
- 5.1 To the extent Consultant's employees and/or subconsultants who will perform work 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.
- 5.2 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 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- 5.3 Pursuant to Labor Code Section 1776, the Consultant and subconsultants 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.
- 5.4 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. **Payment and Invoicing**
- 6.1 OCSD shall pay, net thirty (30) days, upon receipt and approval, by OCSD's Project Manager or designee, of itemized invoices submitted for monthly hours invoiced, not to exceed the prices agreed to in Exhibit "B".
- 6.2 Invoices shall be emailed by Consultant to OCSD Accounts Payable at [APStaff@OCSD.com](mailto:APStaff@OCSD.com) and "INVOICE" with the Purchase Order Number and CS-2020-1178BD shall be referenced in the subject line.

7. **Audit Rights** Consultant agrees that, during the term of this Agreement 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 Consultant relating to the invoices submitted by Consultant pursuant to this Agreement.
8. **Commencement and Term** The Services provided under this Agreement shall be for the period of one (1) year, commencing on the date of the Notice to Proceed.
9. **Extensions** The term of this Agreement may be extended only by written instrument signed by both Parties.
10. **Performance** Time is of the essence in the performance of the provisions hereof.
11. **Termination**
- 11.1 OCSD reserves the right to terminate this Agreement for its convenience, with or without cause, in whole or in part, at any time, by written notice from OCSD. Upon receipt of a termination notice, Consultant shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OCSD shall thereafter, within thirty (30) days, pay Consultant for work performed (cost and fee) to the date of termination. Consultant expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Agreement. Such notice of termination shall terminate this Agreement and release OCSD from any further fee, cost or claim hereunder by Consultant other than for work performed to the date of termination.
- 11.2 OCSD reserves the right to terminate this Agreement immediately upon OCSD's determination that Consultant is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Agreement. OCSD shall inform the Consultant of a non-compliance situation and allow the Consultant the opportunity to remedy the situation prior to termination.
- 11.3 OCSD may also immediately terminate for default of this Agreement in whole or in part by written notice to Consultant:
- if Consultant becomes insolvent or files a petition under the Bankruptcy Act; or
  - if Consultant sells its business; or
  - if Consultant breaches any of the terms of this Agreement; or
  - if total amount of compensation exceeds the amount authorized under this Agreement.
- 11.4 All OCSD property in the possession or control of Consultant shall be returned by Consultant to OCSD on demand, or at the termination of this Agreement, whichever occurs first.
12. **Indemnification and Hold Harmless Provision** To the fullest extent permitted by law, Consultant shall indemnify, defend, protect and hold harmless the OCSD and all OCSD'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 and costs and the OCSD's general and administrative expenses (individually, a "Claim", or 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 Suppliers, consultants, 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 from:

- (A) the sole or 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.

**13. Insurance** Consultant and all subconsultants shall purchase and maintain, throughout the life of this Agreement and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Acknowledgement of Insurance Requirements, Exhibit "C". Consultant shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OCSD, nor shall Consultant allow any subconsultant to commence service pursuant to a subcontract until all insurance required of the subconsultant has been obtained. Failure to maintain required insurance coverage shall result in termination of this Agreement.

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

**15. Confidentiality and Non-Disclosure**

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

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

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

15.4 Consultant agrees as follows:

- To use the confidential information only for the purposes described herein; to not reproduce the confidential information; to hold in confidence and protect the confidential information from dissemination to and use by anyone not a party to this Agreement; and to not use the confidential information to benefit itself or others.
- To restrict access to the confidential information to its Consultant or personnel of Consultant who (1) have a need to have such access and (2) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.

- To return all confidential information in Consultant's possession upon termination of this Agreement or upon OCSD's request, whichever occurs first.
  - To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.
- 15.5 The provisions of this section shall survive termination or expiration of this Agreement and shall continue for so long as the material remains confidential.
16. **Ownership of Documents** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, and agents in the performance of this Agreement shall be the property of OCSD and shall be promptly delivered to OCSD upon request of OCSD's Project Manager or designee, or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by OCSD of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at OCSD's sole risk and without liability to Consultant. Consultant shall ensure that all its subconsultants shall provide for assignment to OCSD of any documents or materials prepared by them.
17. **Ownership of Intellectual Property**
- 17.1 Consultant agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items made during the course of this Agreement and arising from the Services (hereinafter referred to as "New Developments") shall be and are assigned to OCSD as its sole and exclusive property.
- 17.2 Consultant agrees to promptly disclose to OCSD all such New Developments. Upon OCSD's request, Consultant agrees to assist OCSD, at OCSD's expense, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which OCSD shall deem necessary to apply for and to assign or convey to OCSD, its successors and assigns, the sole and exclusive right, title and interest in such New Developments. Consultant agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof with regard to New Developments and confidential information.
- 17.3 Consultant warrants that Consultant has good title to any New Developments, and the right to assign New Developments to OCSD free of any proprietary rights of any other party or any other encumbrance whatever.
- 17.4 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by Consultant or its subconsultants in connection with these Services shall be delivered to and shall become the exclusive property of OCSD. OCSD may utilize these documents for OCSD applications on other projects or extensions of this project, at its own risk.
- 17.5 Notwithstanding any other provision of this Agreement to the contrary, Consultant shall retain its rights in its pre-existing standard drawing details, designs, specifications, databases, computer software, proprietary information, documents, templates, and any other property owned by Consultant on the date of this Agreement or developed outside of this Agreement.

**18. Independent Contractor Capacity**

- 18.1 The relationship of Consultant to OCSD is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship.
- 18.2 Consultant shall act independently and not as an officer or employee of OCSD. OCSD assumes no liability for Consultant's action and performance, nor assumes responsibility for taxes, funds, payments or other commitments, implied or expressed, by or for Consultant.
- 18.3 Consultant shall not be considered an agent of OCSD for any purpose whatsoever, nor shall Consultant have the right to, and shall not, commit OCSD to any agreement, contract or undertaking. Consultant shall not use OCSD's name in its promotional material or for any advertising or publicity purposes without expressed written consent.
- 18.4 Consultant shall not be entitled to any benefits accorded to those individuals listed on OCSD's payroll as regular employees including, without limitation, worker's compensation, disability insurance, vacation, holiday or sick pay. Consultant shall be responsible for providing, at Consultant's expense, disability, worker's compensation or other insurance as well as licenses and permits usual or necessary for conducting the Services hereunder.
- 18.5 Consultant shall be obligated to pay any and all applicable Federal, State and local payroll and other taxes incurred as a result of fees hereunder. Consultant hereby indemnifies OCSD for any claims, losses, costs, fees, liabilities, damages or penalties suffered by OCSD arising out of Consultant's breach of this provision.
- 18.6 Consultant shall not be eligible to join or participate in any benefit plans offered to those individuals listed on OCSD's payroll as regular employees. Consultant shall remain ineligible for such benefits or participation in such benefit plans even if a court later decides that OCSD misclassified Consultant for tax purposes.

**19. Licenses, Permits** Consultant represents and warrants to OCSD that it has obtained all licenses, permits, qualification 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 work performed under the terms of this Agreement will be paid by Consultant.

**20. Consultant's Representations** In the performance of duties under this Agreement, Consultant shall adhere to the prevailing ethical practices and standards of care and competence for their trade/profession.

**21. Familiarity with Work** By executing this Agreement, Consultant warrants that: 1) it has investigated the work to be performed; 2) it has investigated the site of the work and is aware of all conditions there; and 3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should Consultant 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 Consultant's risk, until written instructions are received from OCSD.

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

22.1 OCSD reserves the right to review any portion of the Services performed by Consultant under this Agreement, and Consultant agrees to cooperate to the fullest extent possible.

- 22.2 Consultant shall furnish to OCSD such reports, statistical data, and other information pertaining to Consultant's Services as shall be reasonably required by OCSD to carry out its rights and responsibilities under its agreements with its bondholders or noteholders and any other agreement relating to the development of the project(s) and in connection with the issuance of its official statements and other prospectuses with respect to the offering, sale, and issuance of its bonds and other obligations.
- 22.3 The right of OCSD to review or approve drawings, specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by Consultant shall not relieve Consultant of any obligation set forth herein.
23. **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 Agreement.
24. **Severability** If any section, subsection, or provision of this Agreement, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Agreement or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
25. **Waiver** The waiver of either party of any breach or violation of, or default under, any provision of this Agreement, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Agreement or default thereunder. Any breach by Consultant to which OCSD does not object shall not operate as a waiver of OCSD's rights to seek remedies available to it for any subsequent breach.
26. **Remedies** In addition to other remedies available in law or equity, if the Consultant fails to make delivery of the goods or Services or repudiates its obligations under this Agreement, or if OCSD rejects the goods or Services or revokes acceptance of the goods or Services, OCSD may (1) terminate the Agreement; and/or (2) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Consultant. In the event OCSD elects to "cover" as described in (2), OCSD shall be entitled to recover from Consultant as damages the difference between the cost of the substitute goods or Services and the Agreement price, together with any incidental or consequential damages.
27. **Governing Law** This Agreement shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in Orange County, in the event any action is brought in connection with this Agreement or the performance thereof.
28. **Environmental Compliance** Consultant shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Consultant, its sub-consultants, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
29. **Dispute Resolution**
- 29.1 In the event of a dispute as to the construction or interpretation of this Agreement, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be



conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.

- 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. **Damage to OCSD's Property** Any OCSD property damaged by Consultant will be subject to repair or replacement by Consultant at no cost to OCSD.
31. **Contractor Safety Standards** OCSD requires Consultant and its subconsultants 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 Agreement it is discovered that Contractor Safety Standards do not comply with Federal, State or local regulations, then the Consultant is required to follow the most stringent regulatory requirement at no additional cost to OCSD. Consultant and all of its employees and subconsultants, shall adhere to all applicable Contractor Safety Standards attached hereto in Exhibit "D" including Safety SOP-102 Personal Protective Equipment (PPE) and the Human Resources Policies in Exhibit "E".
32. **Freight (F.O.B. Destination)** Consultant assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Agreement.
33. **Assignments** Consultant shall not delegate any duties nor assign any rights under this Agreement without the prior written consent of OCSD. Any such attempted delegation or assignment shall be void.
34. **Conflict of Interest and Reporting**
- 34.1 Consultant shall at all times avoid conflicts of interest or appearance of conflicts of interest in performance of this Agreement.
- 34.2 Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between Consultant's families, business or financial interest or its Services under this Agreement, and in the event of change in either its private interests or Services under this Agreement, it will raise with OCSD any question regarding possible conflict of interest which may arise as a result of such change.
35. **Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OCSD and Consultant.

36. **Non-Liability of OCSD Officers and Employees** No officer or employee of OCSD shall be personally liable to Consultant, or any successor-in-interest, in the event of any default or breach by OCSD or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
37. **Authority to Execute** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.
38. **Read and Understood** By signing this Agreement, Consultant represents that it has read and understood the terms and conditions of the Agreement.
39. **Entire Agreement** This Agreement 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.

40. **Notices** All notices under this Agreement 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. Any facsimile notice must be followed within three (3) days by written notice. 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 92708-7018

Consultant: Alberto Acevedo  
Project Manager  
CDM Smith Inc.  
46 Discovery, Suite 250  
Irvine, CA 92618

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 Agreement 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

**CDM SMITH INC.**

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

By: \_\_\_\_\_

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

**Exhibit “A”**  
**SCOPE OF WORK**

**EXHIBIT A**  
**SCOPE OF WORK**  
**For**  
**PFAS Sampling and Analysis Plan**

**EXHIBIT A**  
**SCOPE OF WORK**  
**PFAS Sampling and Analysis Plan**  
**SPECIFICATION NO. CS-2020-1178BD**

**EXECUTIVE SUMMARY / OVERVIEW**

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

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

A professional staff of more than 600 employees manages the day-to-day activities of OCSD. Our system includes 396 miles of sewer pipes, located throughout the county, and two treatment plants where wastewater is treated in accordance with strict state and federal standards. OCSD operates the following wastewater plants:

- Reclamation Plant No. 1 located at 10844 Ellis Avenue in Fountain Valley with a 182 million gallons per day (mgd) secondary average daily dry weather flow and 274 mgd secondary average daily wet weather flow.
- Treatment Plant No. 2 located at 22212 Brookhurst Street in Huntington Beach with a 150 mgd secondary average daily dry weather flow and 317 mgd secondary average daily wet weather flow.

**1. Purpose**

OCSD is seeking a qualified consulting firm (Consultant) to assist OCSD with meeting the requirements of the State Water Resources Control Board's (SWRCB's) Per- and Poly-fluoroalkyl Substances (PFAS) Phase III Investigative Order (Order). The SWRCB is authorized by Water Code Section 13267 to require suspected dischargers of PFAS into the environment to furnish technical or monitoring reports of the release or the disposal of waste containing PFAS. During the first two phases, the SWRCB has directed PFAS testing at airports, landfills, and chrome plating facilities and has targeted wastewater treatment plants (WWTPs) in Phase III.

Based on the Order that OCSD received for each facility on July 13, 2020 (See Appendix A), or as subsequently amended, OCSD is required to sample and analyze the wastewater influent, effluent, and biosolids in accordance with, but not limited to, SWRCB Resolution No. 92-49 and Water Code Sections 13001, 13050(d), 13267, and 13383. OCSD is seeking a qualified Consultant to comply with these requirements.

Additionally, as a part of the project, Consultant shall provide written documentation to and training for OCSD staff on PFAS sampling procedures that are applicable at designated OCSD sampling locations.

Thus, OCSD requires the development of two separate work plans, final reports, and presentations associated with the following work: 1) PFAS sampling and analysis for sites located at Reclamation Plant No. 1 and Treatment Plant No. 2 as directed by the Order, and 2) PFAS sampling and analysis for twelve (12) additional locations, training of OCSD staff, and documentation on procedures to collect

PFAS samples at OCSD's facilities and designated additional locations (Appendix B and G). Consultant shall also provide project support documentation for the project described herein.

Details on the anticipated scope of work associated with the proposed sampling and reporting are discussed in the subsequent sections of this document.

## **1.1 Qualifications**

### **1.1.1 Consultant Qualifications**

Consultant shall meet, at a minimum, the requirements of the Order. All proposers must be familiar with the wastewater treatment processes at OCSD. The minimum Consultant requirements are listed in the front half of this Request for Proposal. At a minimum, Consultant shall have a minimum of 3 PFAS-related project experiences within the last 5 years. In addition, bid proposals shall identify a Project Manager who will be responsible for the performance of the work, and a supporting field technician, who is responsible for sample handling and collection. The proposed Project Manager should have a minimum of five (5) years' proven professional experience in the role of project manager leading projects, preferably projects that include sampling wastewater and reporting to the SWRCB and Regional Water Quality Control Board (RWQCB), Santa Ana RWQCB (SARWQCB) preferred. Each proposed field sampling support technician should have no less than three (3) years of proven firsthand direct professional level experience performing wastewater sampling and analysis. For each proposed key person, a resume listing experience and project references which is subject to verification is required and shall be provided in the bid proposal for OCSD review and approval.

The work plans and final investigation reports shall be signed and stamped by either a California-licensed Professional Engineer (PE) or Professional Geologist (PG). The final investigation reports associated with the Order requirements shall be submitted to the SWRCB and/or the SARWQCB, by OCSD upon OCSD acceptance of the final deliverables. However, the work plans shall not be provided to the SWRCB nor uploaded to GeoTracker.

Substitutions of the Project Manager and Key Personnel are not allowed and will be considered a breach of this Agreement, unless due to force majeure. A force majeure will need to be declared in writing by the Consultant. In the event of a force majeure, the Consultant shall provide detailed qualifications of a proposed substitute. OCSD reserves the right to either accept the substitute or declare the Consultant in breach of the Agreement.

Consultant represents and warrants to OCSD that it will obtain all licenses, permits, qualification and approvals of whatever nature that are legally required to engage in this work. Consultant shall comply with all applicable Federal, State, and local laws, rules, and regulations. Any permission required by law to be included herein shall be deemed included as a part of this Agreement whether or not specifically referenced.

All subcontractors, experts and other subconsultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them and shall be licensed to practice in their respective professions, where required by law.

### 1.1.2 Laboratory Minimum Qualifications

- A. Consultant's laboratory (or laboratories) must meet the minimum qualifications below:
1. Shall hold a California ELAP (Environmental Laboratory Accreditation Program) certification for hazardous waste (soils and non-potable water) for analysis up to using a modified EPA Method 537 with isotope dilution and in compliance with the Department of Defense (DoD) Table B-15 of Quality Systems Manual (QSM) version 5.1 or later (compliance with version 5.3 is preferred, but not required) for the 31 required PFAS constituents and reporting limits specified in the Order. In addition, the moisture content and percent solids shall be provided with the analysis of the biosolids.
  2. Shall be approved by the SWRCB to perform PFAS analysis in California.
  3. Shall have designated analysts with demonstrated expertise in PFAS analysis and capacity to assist OCSD to comply with the SWRCB Order in a timely fashion.
  4. Shall have at least five (5) years of experience in analyzing PFAS constituents in non-potable water and soils using LC/MS/MS.
  5. Shall be well versed in troubleshooting and mitigating challenges present by complex matrices such as municipal wastewater (influent and effluent), biosolids, and/or surface water to provide valid and defensible data.
  6. Shall have experience working with government agencies and programs, such as, but not limited to, the Department of Defense (DoD), State Departments of Environmental Protection (DEP), Department of Energy (DOE), State Departments of Health (DOH), and the Environmental Protection Agency (EPA) that have a broad range of testing needs.
  7. Consultant shall submit a list of at least three (3) potential laboratories intended to be used to provide the sample testing services for the project.
- B. Consultant's laboratory shall submit the following documentation prior to submittal of the work plan:
1. The standard operating procedures for separation and extraction for determining PFAS compounds.
  2. The standard operating procedures for sample analysis for determining PFAS compounds.
  3. The method detection limit for each PFAS analyte.
  4. The method reporting limit for each PFAS analyte.
  5. The method accuracy and precision acceptance limits for each analyte.
  6. The Initial Demonstration of Capability (IDC) and ongoing quality control (QC) requirement.



## 7. The Laboratory Quality Assurance Manual.

### 1.1.3 Sample Collector Minimum Qualifications

- A. Consultant's sample collection firm(s) shall have a minimum of five (5) years of experience in wastewater and/or biosolid sample collection.
- B. The sample collection firm shall use a sampling protocol that is consistent with and/or more stringent than the SWRCB PFAS Sampling Guidelines presented in Appendix C.
- C. The sample collection firm shall submit the following:
  1. A Sampling and Analysis Plan and Protocols (SAPP) for both field and quality assurance and quality control (QA/QC) samples.
  2. List of equipment, materials, and calibration requirements that will be used for sample collection.

## 2. Description

PFAS are a class of over 5,000 man-made and mostly unregulated chemicals that have been used industrially in the manufacturing and processing of consumer goods since the 1940s. These chemicals have raised concerns about the possibility of adverse health impacts, since these chemicals are considered to be mobile, persistent, and bioaccumulative. They are resistant to degradation in the environment, and when degradation occurs, it often results in the formation of other PFAS compounds. Currently the key classes of concern are perfluoroalkyl acids, such as the long-chain perfluorooctanesulfonate (PFOS) and perfluorooctanoic acid (PFOA).

PFAS are manufactured globally and have been used in the production of a wide range of industrial and household products. PFAS are found in many products such as dental floss, non-stick cookware, food packaging materials, non-stick products, waterproof and water-repellant textiles, water-repellant furniture, carpet, polishes, waxes, paints, cleaning products, medical garments, and fire-fighting foams (aqueous film-forming foams; AFFF). Wastewater treatment facilities are not "producers" or users of PFAS but are passive recipients of these chemicals used by manufacturers and consumers, and merely convey or manage the traces of PFAS that we encounter in our daily lives.

The PFAS Order investigative sampling and reporting will be conducted in accordance with the Order and as described in this Scope of Work. The primary objective in conducting the requested sampling is so that the SWRCB and SARWQCB can evaluate the data collected to make informed decisions in implementing appropriate regulatory actions, in anticipation of emerging regulatory standards for PFAS. At the same time, OCSD requires the Consultant's procedures and training of OCSD staff on how to conduct PFAS sampling. Based on the work conducted, OCSD will learn and practice how to conduct PFAS sampling at various sites at Reclamation Plant No. 1, Treatment Plant No. 2, and twelve (12) additional locations (see Appendix B & G), under Consultant's direction.

Consultant shall provide sampling, analytical services, training, preparation of two separate work plans, presentations, and final reports associated with:

- PFAS sampling and analysis for sites located at Reclamation Plant No. 1 and Treatment Plant No. 2

- PFAS sampling and analysis for twelve (12) additional locations and training on how to collect PFAS samples at OCSD's facilities and offsite at twelve (12) additional locations.

These work plans shall not be provided to the SWRCB and/or the SARWQCB nor uploaded to GeoTracker.

Consultant shall also provide project support documentation for the project described herein.

### **3. Project/Work Elements**

#### **3.1 General**

The Consultant shall develop and implement a sampling and monitoring work plan to assist OCSD to comply with the SWRCB's Order and to document and provide sufficient time during sampling to provide adequate training to OCSD personnel on the methods and procedures used for conducting the PFAS sampling at OCSD's facilities and additional locations. This includes, but is not limited to, providing all necessary personnel, labor, materials, services, equipment, supplies, time, travel, effort, skill, and supervision, except OCSD staff may bring their own equipment for practicing PFAS sample collection.

OCSD requires two separate work plans:

- (1) A work plan for wastewater and biosolid sample collection, testing, and reporting for Reclamation Plant No. 1 and Treatment Plant No. 2 in compliance with the Order for the 31 required PFAS analytes listed in the Appendix D. Note the Order's list includes up to 42 constituents, but the additional compounds are optional.
- (2) A work plan for documenting and training OCSD staff on sample collection at onsite and offsite locations.

These work plans will be provided only to OCSD for review and acceptance.

#### **3.2 Work Plans**

Consultant shall prepare two separate work plans. One work plan shall be in accordance with the Order (SWRCB Order Work Plan), and the other work plan shall be for the proposed training onsite and sampling and training at the twelve (12) additional locations (Training Work Plan). In general, each work plan shall include, but is not limited to, the following:

- A. A site plan and description identifying the proposed monitoring locations for collection of PFAS samples from wastewater and biosolids.
- B. A SAPP that describes the proposed sampling procedures, analytical methods, and QA/QC protocols that will be used to measure PFAS in wastewater and biosolids.
- C. A sampling checklist and/or description of materials that are considered PFAS-free and those items that should be avoided which are known or suspected to contain PFAS and might be encountered during the proposed sampling activities.
- D. A signature and stamp from a California-licensed PE or PG in responsible charge for the content of the work plans.

### **3.2.1 Site Information and Background**

Consultant shall specifically include the following site information and background:

- A. For the SWRCB Order Work Plan: A site map of sample locations at the Reclamation Plant No. 1 and Treatment Plant No. 2.
- B. For the Training Work Plan: A site map of sample locations at the Reclamation Plant No. 1, Treatment Plant No. 2, and twelve (12) additional locations. Specify the rationale and sampling methodology and procedures for the twelve (12) additional locations (see Appendix B).

### **3.2.2 Sample Collection and Training**

- A. For the SWRCB Order Work Plan, Consultant shall specify and provide the sampling equipment, calibrations, containers, and materials required to collect the influent and effluent wastewater and biosolids samples at the Reclamation Plant No. 1 and Treatment Plant No. 2.
- B. For the Training Work Plan, Consultant shall specify and provide the sampling equipment, calibrations, containers, and materials required to sample at twelve (12) additional locations in accordance with the SWRCB PFAS Sampling Guidelines and the proposed SAPP. The total number and location of the individual samples required for each work plan are listed in Appendix E.
- C. Consultant shall coordinate with OCSD personnel a minimum of two weeks prior to the proposed sampling events. Consultant will also be required to check in at the Control Center at Reclamation Plant No. 1 and Treatment Plant No. 2 and be accompanied by OCSD personnel at each sampling location, including the twelve (12) additional locations.
- D. Consultant shall collect all wastewater, biosolids, and additional samples while adhering to applicable health and safety protocols. Sampling will be conducted in accordance with the Order, SWRCB PFAS Sampling Guidelines (Appendix C), U.S. EPA's Sampling Procedures and Protocols for the National Sewage Sludge Survey (Appendix F), and the proposed SAPP for PFAS sampling at the two treatment plants and twelve (12) additional locations to the maximum extent practicable. As stated in the Order, the influent and effluent wastewater shall be collected as a 24-hour composite samples. This requirement will also be extended for the twelve (12) additional sampling locations for consistency. Care shall be taken to ensure that the materials and equipment used and other items that are present in the sampling and staging areas during the sampling do not pose a risk for contaminating the samples with other PFAS, such as food packaging papers, insect repellants, sunscreens, and coated notebooks and fabrics, etc. unless listed as an allowable product in the SWRCB PFAS Sampling Guidelines or is deemed necessary for the health and safety of the field sampling personnel. In addition, all applicable monitoring instruments and devices used shall be properly maintained and calibrated prior to each sampling event to ensure their continued accuracy.
- E. Consultant shall follow precautions to ensure proper sampling procedures during the collection of wastewater and biosolids:

1. Field personnel shall wear nitrile gloves at all times and will change out gloves frequently, including before handling sample bottles, before handling QA/QC samples, before decontamination of equipment, and after touching contaminated materials or surfaces. Field personnel will wash their hands before and after sampling and as necessary during sampling.
  2. Field sampling equipment will be prevented from contacting the ground surface or other contaminated surfaces. Equipment that is not dedicated to a particular sampling location will be decontaminated between uses with one of the following cleaning solutions: Alconox, Liquinox, or Citranox (as recommended by the SWRCB PFAS Sampling Guidelines), and laboratory-supplied PFAS-free water. The decontamination liquids will be collected and properly disposed of and will not be reused after passing over the sampling equipment.
- F. Consultant shall be accompanied by and provide training for OCSD personnel on the methods and procedures used for conducting the PFAS sampling at Reclamation Plant No. 1, Treatment Plant No. 2, and the twelve (12) additional locations during each quarterly sampling event.
- G. Consultant shall send all samples (field and QA/QC) to the testing laboratory within 24 hours of sample collection along with the samples' Chain of Custody (COC).
- H. Consultant shall maintain field notes and a sampling log for all field and QA/QC samples.
- I. QA/QC samples shall include:
1. Equipment testing – Consultant shall conduct equipment testing for PFAS for any reusable equipment not dedicated to a specific sampling location prior to conducting any field sampling to ensure that the equipment is free of PFAS.
  2. Field duplicates – Consultant shall collect field duplicates during each sampling event. Field duplicates will be used to assess the precision of sample collection and laboratory analysis.
  3. Field reagent blank – Consultant shall collect one field reagent blank per site and per sampling event. Field reagent blanks will be used to identify contaminants at the field site. Consultant must obtain field reagent blank samples from the laboratory, which must be PFAS-free reagent water in a sample bottle. Field reagent blanks shall be treated as normal samples at the field site: they shall be transported to the site, opened and exposed to field conditions for the duration of sampling, then closed and shipped to the laboratory along with other field samples.
  4. Equipment blank – Consultant shall collect an equipment blank sample per site and sampling event.

### **3.2.3 Sample Shipment and Storage**

Samples must be chilled during shipment and must not exceed 10°C during the first 48 hours after collection. Ice used for chilling must be sealed in double Ziploc® (or other sealable) bags such that one bag is filled approximately two-thirds full with ice cubes and sealed, and then the first bag is placed into a second bag so that the sealable portions are on opposite sides of each other. This will prevent the bags from leaking. Samples must be confirmed at or below 10°C when samples are received at the laboratory. Samples stored in the lab must be held at or below 6°C until extraction, but they must not be frozen.

### **3.2.4 Sample Analysis**

- A. Each of Consultant's laboratories shall be able to conduct all PFAS analyses using a modified EPA Method 537 with isotope dilution and in compliance with the Department of Defense (DoD) Quality System Manual (QSM) version 5.1 or later, Table B-15 performance criteria. However, only the 31 required PFAS constituents shall be analyzed and reported (Appendix D). In addition, the moisture content and percent solids shall be provided with the analysis of the biosolids.
- B. Each of Consultant's laboratories shall conduct sample analysis expeditiously and the samples shall not be allowed to exceed 14 days of holding time.

## **4. Resources Available**

OCSD will provide all the necessary power outlets for sampling conducted at Reclamation Plant No. 1 and Treatment Plant No. 2. Consultant is otherwise responsible for all equipment, calibration, instrumentation and supplies (e.g., sampling equipment, containers, ice, laboratory-supplied PFAS-free water, extension cords, etc.) and all associated costs. Consultant is responsible for the collection, analysis and reporting of all 31 required compounds listed within the SWRCB Order. Consultant is responsible for providing personal protective equipment for its work force. The safety equipment shall meet or exceed OCSD's safety standards. Office facilities for Consultant's workforce are the responsibility of Consultant. Conference call meetings involving dial-in services are the responsibility of Consultant.

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

## **5. Project Schedule**

The SWRCB issued the PFAS Phase III Investigation Order on July 9, 2020 for wastewater treatment plants, which has a requirement to begin sampling for these constituents during the fourth quarter of 2020 (October to December). However, OCSD is currently negotiating with the SARWQCB and SWRCB on the timing of the first sampling event, so a definitive schedule cannot be determined at this time. OCSD expects that the Consultant is ready and able to work as early as the October to December 2020 quarter. Consultant shall comply with the timelines and milestones outlined below and meet all SWRCB-imposed deadlines:

<b>Milestones/Timeline</b>	<b>Deadline (from Notice to Proceed Date)</b>
Kick-Off Meeting and Safety Meeting	by 5 <sup>th</sup> business day
Draft Implementation Plan with Baseline Schedule	by end of Week 2
Final Implementation Plan with Baseline Schedule	by end of Week 3
Work Plans Accepted by OCSD, Final Schedule, and Presentation	within 30 calendar days
First Quarter Progress Report with Updated Schedule, and Presentation	within 21 days* (3 weeks) of receiving the laboratory analytical report(s)
OCSD to Upload First Quarter Analytical Report to GeoTracker	within 30 days of receiving the laboratory analytical report(s)
Second Quarter Progress Report with Updated Schedule, and Presentation	within 21 days* (3 weeks) of receiving the laboratory analytical
OCSD to Upload Second Quarter Analytical Report to GeoTracker	within 30 days of receiving the laboratory analytical report(s)
Third Quarter Progress Report with Updated Schedule, and Presentation	within 21 days* (3 weeks) of receiving the laboratory analytical
OCSD to Upload Third Quarter Analytical Report to GeoTracker	within 30 days of receiving the laboratory analytical report(s)
Fourth Quarter Progress Report/Draft Final Reports and Presentations	within 21 days* (3 weeks) of receiving the laboratory analytical
OCSD to Upload Fourth Quarter Analytical Report to GeoTracker	within 30 days of receiving the laboratory analytical report(s)
OCSD to upload Final Sampling Reports to GeoTracker	within 60 days of receiving the laboratory analytical report(s)

\* Written results shall be submitted to OCSD within 1 days after receiving the analytical report(s).

## 6. Project Management

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

Consultant shall be responsible for detailed management of the project and shall keep OCSD apprised of the status of the project. At the kick-off meeting, Consultant shall provide a list of personnel working on the project, including the key management personnel. Consultant shall not reassign the key project personnel without prior approval of OCSD. However, OCSD may request reassignment of any of Consultant's personnel, based on the adequacy of performance.

### 6.1 Project Kick-Off and Follow-Up Meeting

Within five (5) business days of receiving the Notice-to-Proceed, Consultant shall schedule, attend, and lead a project kick-off meeting with OCSD's Environmental Services staff at OCSD's Administrative Office or through an alternative method as directed by OCSD. The Consultant shall be available to attend follow-up meetings and/or conference calls as deemed necessary by OCSD.

### 6.2 Implementation Plan and Progress Reports

Following the notice to proceed, the draft implementation plan review shall take place as outlined

in the Project Schedule in Section 5 above. This draft and final implementation plan shall include a list of activities and a baseline schedule with milestones that are scheduled to be accomplished by each progress report. The work plans shall be submitted to OCSD within 30 calendar days of contract approval to allow adequate review time prior to the initial sampling event. The progress reports shall include at a minimum three draft final reports; three final reports; and three interim progress reports, of which each report will be submitted within 21 days of receiving the laboratory analytical report each quarter. Each progress report shall include an updated schedule and presentation of findings and project progress. Upon OCSD's review and concurrence, Consultant shall revise and submit three draft final reports for 1) the PFAS sampling and analysis for sites located at Reclamation Plant No. 1; and 2) PFAS sampling and analysis for sites located at Treatment Plant No. 2; and 3) sampling and training offsite at twelve (12) additional locations submitted to OCSD. Each draft report shall be delivered within 21 days of receiving the final quarterly laboratory analytical report. Upon OCSD's review and concurrence, Consultant shall revise and submit the final reports within 60 days of receiving the final laboratory analytical report.

All work and results that are performed beyond the specific requirement of the Order (i.e., OCSD staff training and practice sampling at the twelve (12) additional locations) shall not be provided to the SWRCB and/or SARWQCB nor uploaded to GeoTracker.

### **6.3 Project Coordination Conferences**

Consultant shall provide written monthly updates on the status of the project to OCSD's Project Manager. Furthermore, Consultant shall coordinate meetings with the OCSD's Project Manager as outlined in the Project Schedule in Section 5 above.

At a minimum, these meetings shall be attended by OCSD's Project Manager and Consultant's Project Manager. The primary purpose of the meetings shall be to review the Consultant's Project Manager's report regarding completion of milestones and the status of the project scope, schedule, budget, and any issues which may affect completion of the project. However, additional items may be added to the agenda at OCSD's and/or Consultant's request, upon agreement of the respective Project Managers.

Progress reports should be submitted to OCSD for review one week prior to the corresponding project status meetings. Additional meetings may be scheduled on an as-needed basis as deemed necessary by OCSD and Consultant's respective Project Managers. Consultant shall schedule, attend, and lead progress meeting at OCSD's Administrative Office or through an alternative method as directed by OCSD.

## **7. Deliverables**

### **7.1 Work Plans**

Within 30 days following the contract award, Consultant shall develop and submit for OCSD's review two work plans for 1) the proposed investigation associated with the PFAS sampling and analysis for sites located at Reclamation Plant No. 1 and Treatment Plant No. 2; and 2) training on how to collect PFAS samples at OCSD's facilities and sampling and training offsite at twelve (12) additional locations submitted to OCSD.

### **7.2 Laboratory Reports**

The laboratory shall provide total access to data that includes:

- A. Customizable, 24-hour real time access, capable of performing data trending, comparing data to industry or project limits, tracking COC(s), and viewing of all laboratory raw data (sample results, standard calibration, and QA/QC data).
- B. A customizable Electronic Data Deliverable (EDD) in Microsoft Excel capable of being uploaded to GeoTracker and PDF formats capable of being text searchable.

### 7.3 Quarterly Reports

Consultant shall submit quarterly reports for the sampling results from Reclamation Plant No. 1, Treatment Plant No. 2, and twelve (12) additional locations to OCSD no later than 21 calendar days following the receipt of each of the first three quarterly analytical reports.

#### 7.3.1 The Quarterly Reports shall include the following:

1. A brief summary of the field event activities, including the sampling and analysis procedures.
2. A summary of the analytical testing results, which shall include samples, QA/QC performance, and standard calibration results.
3. Site plans with the sampling locations from both Reclamation Plant No. 1 and Treatment Plant No. 2 and from the twelve (12) additional locations.
4. Data tables with the sampling analytical results.
5. A signed statement confirming that the sampling laboratory satisfies all criteria for an independent laboratory, as defined by SARWQCB and/or SWRCB Rule 304(k). A copy of the current California ELAP certification must be included in the final report.
6. Each progress report shall include an updated project schedule and presentation, which shall include the progress, results, and conclusions and be presented by Consultant in a meeting with OCSD's Environmental Services staff at our Administrative Offices in Fountain Valley or at another location or using an alternative method, as directed by OCSD.

### 7.4 Final Reports

Consultant shall submit three comprehensive Final PFAS Reports associated with 1) the PFAS sampling and analysis for sites located at Reclamation Plant No. 1; and 2) PFAS sampling and analysis for sites located at Treatment Plant No. 2 and 3) training on how to collect PFAS samples at OCSD's facilities and sampling and training offsite at twelve (12) additional locations to OCSD for review, comments, and approval *no later than* 21 calendar days following the receipt of the final quarterly analytical reports. Following receipt and inclusion of OCSD's comments on the draft document, Consultant shall submit two (2) bound originals and an electronic version (in PDF format) of the Final PFAS Reports to OCSD and an electronic version of the Final PFAS Investigation Reports associated with the Order. Once the Final PFAS Investigation Reports have been approved, OCSD will upload the reports associated with the Order via GeoTracker to the SARWQCB and SWRCB *no later than* sixty (60) calendar days following the receipt of the final analytical results.



#### **7.4.1 The Final Reports shall include the following:**

1. A summary of the analytical testing results, which shall include samples, QA/QC performance, and standard calibration results.
2. The specific sampling and analytical procedures, methods, and analysis conducted.
3. A signed statement confirming that the sampling laboratory satisfies all criteria for an independent laboratory, as defined by SARWQCB and/or SWRCB Rule 304(k). A copy of the current California ELAP certification must be included in the final report.

#### **7.4.2 Final Report Format for the SWRCB Order**

The Final Report shall include:

- I. Table of Contents
- II. Executive Summary
- III. Background
  - A. PFAS Properties and Uses
  - B. Regulatory Background
  - C. OCSD Background and Description
- IV. Introduction/Test Description
  - A. Field Observations
  - B. Test Conditions
  - C. Sample Locations
  - D. Flow Measurement Devices
- V. Equipment/Process and Calibration Description. This section shall include a statement that verifies the required equipment calibration, acceptability of the method test location, and the operating condition during the sampling events.
- VI. List of Sampling and Analytical Methods Used
- VII. Discussion of Results with Analytical Summary Data Table(s)
- VIII. Data Validation Discussion
- IX. Conclusions
- X. Figures
  - A. Site Vicinity Maps
  - B. Site Layout, Sampling, and Flow Measurement Device Location Map(s)
- XI. Tables
  - A. Summary of Influent and Effluent Wastewater Results for PFAS

- B. Summary of Biosolid Results for PFAS
- XII. Appendices
  - A. Sampling and Analysis Plan
  - B. Field Data & Equipment Calibration Sheets
  - C. Analytical Method SOPs (sample preparation and instrumental analysis method)
  - D. Laboratory Analytical Reports and Chain of Custody Documentation
  - E. Calibration Data and Calculations
  - F. The sampling checklist and/or description of materials that were used during each of the sampling events that are considered PFAS-free
  - G. A signature and stamp from a California-licensed PE or PG in responsible charge for the content of the report

#### **7.4.3 Final Report Format for Training & Additional Sample Collection**

The Final Report shall include:

- I. Table of Contents
- II. Executive Summary
- III. Background
  - A. PFAS Properties and Uses
  - B. Regulatory Background
  - C. OCSD Background and Description
  - D. Background of twelve (12) additional sampling locations
- IV. Introduction/Test Description
  - A. Field Observations
  - B. Test Conditions
  - C. Sample Locations
- V. Description of the procedures, equipment, calibration, materials, and processes used to sample PFAS from the OCSD's facilities and twelve (12) additional locations
- VI. List training requirements for OCSD personnel for sampling from the OCSD's facilities and sampling and training offsite at twelve (12) additional locations
- VII. Statement that verifies acceptability of the method test location and the operating condition during the sampling events
- VIII. List of Sampling and Analytical Methods Used
- IX. Discussion of Results with Analytical Summary Data Table(s)

- X. Data Validation Discussion
- XI. Conclusions
- XII. Figures
  - A. Site Vicinity Maps
  - B. Site Layout and Sampling Location Map(s)
- XIII. Tables
  - A. Summary of Additional PFAS Sampling Results
- XIV. Appendices
  - A. Sampling and Analysis Plan
  - B. Field Data and Equipment Calibration Sheets
  - C. Analytical Method SOPs (sample preparation and instrumental analysis method)
  - D. Laboratory Analytical Reports and Chain of Custody Documentation
  - E. Calibration Data and Calculations
  - F. The sampling checklist and/or description of materials that were used during each of the sampling events that are considered PFAS-free
  - G. A signature and stamp from a California-licensed PE or PG in responsible charge for the content of the report

### **7.5 Notice Regarding Late Delivery**

Consultant shall notify OCSD, as soon as it becomes apparent to Consultant, that a scheduled delivery will be late. Consultant shall include in the notification the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The OCSD Project Manager will review the new schedule and provide guidance to Consultant. Such notification in no way limits OCSD's right to any and all rights and remedies up to and including termination of the Agreement.

### **8. Safety & Hazardous Materials**

Although much of the scope of work will consist of reviewing existing documentation, interviews conducted in an office setting, and assembling work plans and reports, a portion of the job will involve field work, such as quarterly sampling activities. Therefore, Consultant is required to receive the appropriate safety instructions from designated OCSD safety staff. Participation in this instruction is **mandatory**. This instruction does not replace any safety measures described in the Request for Proposals. Consultant shall include in its proposal at least one-hour dedicated to safety training to be held at OCSD prior to conducting any fieldwork.

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

## **9. Contract Management**

Consultant shall abide with the following milestone-based payment schedule. Consultant shall *only* submit invoices to OCSD for payment once each milestone is achieved, confirmed to be in compliance with the stipulations noted below as complete, and acceptance has been obtained from OCSD Project Manager.

- 10% upon submittal of Final Implementation Plan with Baseline Schedule
- 10% upon submittal of Final PFAS Work Plans
- 60% upon completion and presentation of field sampling activities (15% for each quarterly sampling event)
- 20% upon acceptance of the Final PFAS Reports

### **9.1 Subcontractor Expenses**

It is anticipated that Consultant will subcontract with suitably qualified and approved specialist companies to provide specific services and/or equipment as needed to augment the directly provided Services. Should Consultant subcontract part of this work, Consultant shall be responsible for the expenses associated with the activities of all subcontractors utilized under this Agreement.

### **9.2 Quality Assurance**

All work under this Agreement shall be monitored by the OCSD Project Manager. Final inspection and acceptance of all work performed, reports and other deliverables shall be performed by the OCSD Project Manager.

General quality measures as set forth below shall be applied to each work product received from Consultant under this Scope of Work.

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

The OCSD Project Manager shall review, for completeness, preliminary or draft documentation that Consultant submits, and may return it to Consultant for correction. Absence of any

comments by the OCSD Project Manager shall not relieve Consultant of the responsibility for complying with the requirements of this Scope of Work. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by OCSD. Consultant shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this Scope of Work. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

#### **10. Staff Assistance**

The OCSD Project Manager or a designee of the OCSD Project Manager will be the assigned single point of contact with Consultant on this project ("Project Manager"). Any meetings and/or correspondence related to this project shall be scheduled and approved by the OCSD Project Manager.