



SPECIAL NOTICE
PUBLIC ATTENDANCE & PARTICIPATION AT PUBLIC MEETINGS
Board of Directors Meeting
Wednesday, July 26, 2023
6:00 p.m.

Your participation is always welcome. OC San offers several ways in which to interact during meetings. You will find information as to these opportunities below.

IN-PERSON MEETING ATTENDANCE

You may attend the meeting in-person at the following location:

Orange County Sanitation District
Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708

ONLINE MEETING PARTICIPATION

You may join the meeting live via Teams on your computer or similar device or web browser by using the link below:

[Click here to join the meeting](#)

We suggest testing joining a Teams meeting on your device prior to the commencement of the meeting. For recommendations, general guidance on using Teams, and instructions on joining a Teams meeting, [please click here](#).

Please mute yourself upon entry to the meeting. Please raise your hand if you wish to speak during the public comment section of the meeting. The Clerk of the Board will call upon you by using the name you joined with.

Meeting attendees are not provided the ability to make a presentation during the meeting. Please contact the Clerk of the Board at least 48 hours prior to the meeting if you wish to present any items. Additionally, camera feeds may be controlled by the meeting moderator to avoid inappropriate content.

HOW TO PARTICIPATE IN THE MEETING BY TELEPHONE

To join the meeting from your phone: Dial (213) 279-1455
When prompted, enter the Phone Conference ID: 230 738 507#

All meeting participants may be muted during the meeting to alleviate background noise. If you are muted, please use *6 to unmute. You may also mute yourself on your device.

Please raise your hand to speak by use *5, during the public comment section of the meeting. The Clerk of the Board will call upon you by using the last 4 digits of your phone number as identification.

NOTE: All attendees will be disconnected from the meeting at the beginning of Closed Session. If you would like to return to the Open Session portion of the meeting, please login or dial-in to the Teams meeting again and wait in the Lobby for admittance.

WATCH THE MEETING ONLINE

The meeting will be available for online viewing at:

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

SUBMIT A COMMENT

You may submit your comments and questions in writing for consideration in advance of the meeting by using the eComment feature available online at: <https://ocsd.legistar.com/Calendar.aspx> or sending them to OCSanClerk@ocsan.gov with the subject line "PUBLIC COMMENT ITEM # (insert the item number relevant to your comment)" or "PUBLIC COMMENT NON-AGENDA ITEM".

You may also submit comments and questions for consideration during the meeting by using the eComment feature available online at: <https://ocsd.legistar.com/Calendar.aspx>. The eComment feature will be available for the duration of the meeting.

All written public comments will be provided to the legislative body and may be read into the record or compiled as part of the record.

For any questions and/or concerns, please contact the Clerk of the Board's office at 714-593-7433. Thank you for your interest in OC San!

July 19, 2023

NOTICE OF REGULAR MEETING

**BOARD OF DIRECTORS
ORANGE COUNTY SANITATION DISTRICT**

Wednesday, July 26, 2023 – 6:00 P.M.

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708

ACCESSIBILITY FOR THE GENERAL PUBLIC

Your participation is always welcome. Specific information as to how to participate in this meeting is detailed on the Special Notice attached to this agenda. In general, OC San offers several ways in which to interact during this meeting: you may participate in person, join the meeting live via Teams on your computer or similar device or web browser, join the meeting live via telephone, view the meeting online, and/or submit comments for consideration before or during the meeting.

The Regular Meeting of the Board of Directors of the Orange County Sanitation District will be held at the above location and in the manner indicated on Wednesday, July 26, 2023 at 6:00 p.m.



Clerk of the Board

- 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

BOARD MEETING DATES

August 23, 2023

September 27, 2023

October 25, 2023

November 15, 2023 *

December 14, 2023 **

January 24, 2024

February 28, 2024

March 27, 2024

April 24, 2024

May 22, 2024

June 26, 2024

July 24, 2024

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

ORANGE COUNTY SANITATION DISTRICT
BOARD OF DIRECTORS
Complete Roster

Effective 03/13/2023

AGENCY/CITIES	ACTIVE DIRECTOR	ALTERNATE DIRECTOR
Anaheim	Stephen Faessel	Natalie Meeks
Brea	Christine Marick	Cecilia Hupp
Buena Park	Susan Sonne	Art Brown
Cypress	Scott Minikus	Bonnie Peat
Fountain Valley	Glenn Grandis	Ted Bui
Fullerton	Bruce Whitaker	Nick Dunlap
Garden Grove	Steve Jones	John O'Neill
Huntington Beach	Pat Burns	Gracey Van Der Mark
Irvine	Farrah N. Khan	Tammy Kim
La Habra	Rose Espinoza	Jose Medrano
La Palma	Marshall Goodman	Debbie Baker
Los Alamitos	Jordan Nefulda	Emily Hibard
Newport Beach	Brad Avery	Erik Weigand
Orange	Jon Dumitru	John Gyllenhammer
Placentia	Chad Wanke	Ward Smith
Santa Ana	Johnathan Ryan Hernandez	Benjamin Vazquez
Seal Beach	Schelly Sustarsic	Nathan Steele
Stanton	David Shawver	Carol Warren
Tustin	Ryan Gallagher	Austin Lumbard
Villa Park	Robbie Pitts	Jordan Wu
Sanitary/Water Districts		
Costa Mesa Sanitary District	Bob Ooten	Art Perry
Midway City Sanitary District	Andrew Nguyen	Mark Nguyen
Irvine Ranch Water District	John Withers	Douglas Reinhart
Yorba Linda Water District	Phil Hawkins	Tom Lindsey
County Areas		
Board of Supervisors	Doug Chaffee	Donald P. Wagner



BOARD OF DIRECTORS
Regular Meeting Agenda
Wednesday, July 26, 2023 - 6:00 PM
Board Room
Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

ACCOMMODATIONS FOR THE DISABLED: If you require any special disability related accommodations, please contact the Orange County Sanitation District (OC San) Clerk of the Board's office at (714) 593-7433 at least 72 hours prior to the scheduled meeting. Requests must specify the nature of the disability and the type of accommodation requested.

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 OC San's Administration Building located at 10844 Ellis Avenue, Fountain Valley, California, and on the OC San's website at www.ocsan.gov 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 RECORDING: A recording of this meeting is available within 24 hours after adjournment of the meeting at <https://ocsd.legistar.com/Calendar.aspx> or by contacting the Clerk of the Board at (714) 593-7433.

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@ocsan.gov at least 14 days before the meeting.

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

General Manager: Rob Thompson, rthompson@ocsan.gov / (714) 593-7110
Asst. General Manager: Lorenzo Tyner, ltyner@ocsan.gov / (714) 593-7550
Director of Engineering: Mike Dorman, mdorman@ocsan.gov / (714) 593-7014
Director of Environmental Services: Lan Wiborg, lwiborg@ocsan.gov / (714) 593-7450
Director of Finance: Wally Ritchie, writchie@ocsan.gov / (714) 593-7570
Director of Human Resources: Laura Maravilla, lmavilla@ocsan.gov / (714) 593-7007
Director of Operations & Maintenance: Riaz Moinuddin, rmoinuddin@ocsan.gov / (714) 593-7269

CALL TO ORDER

Board Chairman Chad Wanke

INVOCATION AND PLEDGE OF ALLEGIANCE

Director Pat Burns (City of Huntington Beach)

ROLL CALL AND DECLARATION OF QUORUM

Clerk of the Board

PUBLIC COMMENTS:

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SPECIAL PRESENTATIONS:

1. EMPLOYEE SERVICE AWARDS [2023-3079](#)

20-year Service Award

Purvi Patel, Senior IT Analyst - Division 250

Originator: Kelly Lore

REPORTS:

The Board 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 Board of Directors, after one motion, without discussion. Any items withdrawn from the Consent Calendar for separate discussion will be considered in the regular order of business.

2. APPROVAL OF MINUTES [2023-3080](#)

RECOMMENDATION:

Approve minutes of the Regular meeting of the Board of Directors held June 28, 2023.

Originator: Kelly Lore

Attachments: [Agenda Report](#)
[06-28-2023 Board of Directors Meeting Minutes](#)

RECEIVE AND FILE:**3. COMMITTEE MEETING MINUTES****[2023-2727](#)****RECOMMENDATION:** Receive and file the following:

- A. Minutes of the GWRS Steering Committee Meeting held April 10, 2023
- B. Minutes of the Steering Committee Meeting held May 24, 2023
- C. Minutes of the Operations Committee Meeting held June 7, 2023
- D. Minutes of the Administration Committee Meeting held June 14, 2023

Originator: Kelly Lore**Attachments:** [Agenda Report](#)
[04-10-2023 GWRS Steering Committee Meeting Minutes](#)
[05-24-2023 Steering Committee Minutes](#)
[06-07-2023 Operations Committee Minutes](#)
[06-14-2023 Administration Committee Minutes](#)**4. REPORT OF THE INVESTMENT TRANSACTIONS FOR THE MONTH OF JUNE 2023****[2023-2854](#)****RECOMMENDATION:** Receive and file the following:

Report of the Investment Transactions for the month of June 2023.

Originator: Wally Ritchie**Attachments:** [Agenda Report](#)
[Report of the Investment Transactions - June 2023](#)**OPERATIONS COMMITTEE:****5. MACARTHUR FORCE MAIN IMPROVEMENTS, PROJECT NO. 7-68****[2023-3090](#)****RECOMMENDATION:**

- A. Receive and file Bid Tabulation and Recommendation for MacArthur Force Main Improvements, Project No. 7-68;
- B. Receive and file Orange County Sanitation District's Notice of Intent to Award dated June 13, 2023;
- C. Receive and file Award Protest Statement from James W. Fowler Co. dated June 13, 2023, protesting award to SRK Engineering;
- D. Receive and file the Award Protest Response letter from SRK Engineering dated June 16, 2023, responding to the award protest;

- E. Receive and file Orange County Sanitation District's determination letter dated June 26, 2023, to James W. Fowler Co. responding to award protest;
- F. Award a Construction Contract to SRK Engineering for MacArthur Force Main Improvements, Project No. 7-68, for a total amount not to exceed \$3,897,000; and
- G. Approve a contingency of \$389,700 (10%).

Originator: Mike Dorman

Attachments: [Agenda Report](#)
[Notice of Intent to Award-SRK Engineering Dated 6-13-23](#)
[Award Protest Statement-James W Fowler Co. Dated 6-13-23](#)
[Award Protest Response-SRK Engineering Dated 6-16-23](#)
[Determination Letter to James W. Fowler Dated 6-26-23](#)
[7-68 Contract Agreement](#)

6. MACARTHUR FORCE MAIN IMPROVEMENTS, PROJECT NO. 7-68 [2023-3091](#)

RECOMMENDATION:

- A. Approve a Professional Construction Services Agreement with Michael Baker International, Inc. to provide construction support services for MacArthur Force Main Improvements, Project No. 7-68, for a total amount not to exceed \$272,002; and
- B. Approve a contingency of \$27,200 (10%).

Originator: Mike Dorman

Attachments: [Agenda Report](#)
[7-68 Professional Construction Services Agreement](#)

7. HEADQUARTERS COMPLEX AT PLANT NO. 1, PROJECT NO. P1-128A [2023-3092](#)

RECOMMENDATION:

Approve a contingency increase of \$98,000 (2%) to the Professional Construction Services Agreement with HDR Engineering, Inc. for Headquarters Complex at Plant No. 1, Project No. P1-128A, for a total contingency of \$588,000 (12%) and a total amount not to exceed \$5,488,000.

Originator: Mike Dorman

Attachments: [Agenda Report](#)

**8. COLLECTIONS YARD RELOCATION AND WAREHOUSE DEMOLITION [2023-3093](#)
AT PLANT NO. 2, PROJECT NO. P2-127****RECOMMENDATION:**

- A. Receive and file Bid Tabulation and Recommendation for Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127;
- B. Receive and file Orange County Sanitation District's Notice of Intent to Award dated June 2, 2023;
- C. Receive and file Award Protest from Fasone Construction, Inc. dated June 8, 2023 concerning award to Archico Design Build Inc.;
- D. Receive and file the Award Protest Response letter from Archico Design Build Inc. dated June 14, 2023, responding to the award protest;
- E. Receive and file Orange County Sanitation District's determination letter dated June 22, 2023 to Fasone Construction, Inc. responding to award protest;
- F. Approve a project budget increase of \$2,100,000 for Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127, for a new total project budget of \$8,800,000;
- G. Award a Construction Contract to Archico Design Build Inc. for Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127, for a total amount not to exceed \$6,500,000; and
- H. Approve a construction contingency of \$650,000 (10%).

Originator: Mike Dorman

Attachments: [Agenda Report](#)
[Notice of Intent to Award-Archico Design Build Dated 6-2-23](#)
[Award Protest Statement-Fasone Construction Dated 6-8-23](#)
[Award Protest Response-Archico Design Build Dated 6-14-23](#)
[Determination Letter to Fasone Construction Dated 6-22-23](#)
[P2-127 Contract Agreement](#)
[Presentation - P2-127 Construction Award](#)

ADMINISTRATION COMMITTEE:**9. RENEW VMWARE ENTERPRISE LICENSE AGREEMENT [2023-3103](#)****RECOMMENDATION:**

- A. Approve a Purchase Order to Nth Generation for the purchase of the VMWare Enterprise License Agreement (ELA) Subscription Upgrade and Renewal for a

three (3) year term using the NASPO ValuePoint Master Agreement No. AR2472, California Contract # 7-17-70-40-05, for a total amount not to exceed \$574,585 plus applicable sales tax; and

- B. Approve a contingency in the amount of \$57,458 (10%).

Originator: Wally Ritchie

Attachments: [Agenda Report](#)

**10. WASTEWATER REFUNDING REVENUE OBLIGATIONS, SERIES [2023-3104](#)
2023A AND SERIES 2024A**

RECOMMENDATION:

- A. Authorize the General Manager to issue new fixed rate Certificates of Participation, to be referred to as Wastewater Refunding Revenue Obligations, in an amount sufficient to refund up to \$39,180,000 of Wastewater Refunding Revenue Obligations, Series 2014A; and
- B. Authorize the General Manager to issue new fixed rate Certificates of Participation, to be referred to as Wastewater Refunding Revenue Obligations, in an amount sufficient to refund up to \$127,510,000 of Wastewater Refunding Revenue Obligations, Series 2015A.

Originator: Wally Ritchie

Attachments: [Agenda Report](#)

11. 2024 BENEFITS INSURANCE RENEWAL [2023-3105](#)

RECOMMENDATION:

Approve the Orange County Sanitation District 2024 Benefits Insurance Renewal for an overall not-to-exceed amount of \$15,189,392, as specified below:

- A. WORKTERRA (medical, dental, and vision plans; and Employee Assistance Program [EAP]) - Not to Exceed \$13,316,662;
- B. The Standard (basic life, short- and long-term disability) - Not to Exceed \$497,246;
- C. The Standard (EMT & Manager disability) - Not to Exceed \$30,000;
- D. BenefitWallet (Health Savings Accounts [HSA]) - Not to Exceed \$42,000;
- E. BPAS / Voya (Health Reimbursement Arrangement [HRA]) - Not to Exceed \$189,000;

F. WORKTERRA (retiree-paid health premiums, recouped from retirees through monthly payments) - Not to Exceed \$1,114,484; and

G. Approve a contingency in the amount of \$759,470 (5%).

Originator: Laura Maravilla

Attachments: [Agenda Report](#)

STEERING COMMITTEE:

12. PUBLIC AFFAIRS UPDATE FOR THE MONTH OF JUNE 2023 [2023-3118](#)

RECOMMENDATION:

Receive and file the Public Affairs Update for the month of June 2023.

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[Outreach & Media Report - June 2023](#)

13. LEGISLATIVE AFFAIRS UPDATE FOR THE MONTH OF JUNE 2023 [2023-3119](#)

RECOMMENDATION:

Receive and file the Legislative Affairs Update for the month June 2023.

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[Federal Legislative Update](#)
[Federal Legislative Matrix](#)
[State Legislative Update](#)
[State Legislative Matrix](#)

14. GENERAL MANAGER'S FISCAL YEAR 2023-2024 WORK PLAN [2023-3120](#)

RECOMMENDATION:

Receive and file the General Manager's Fiscal Year 2023-2024 Work Plan.

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[General Manager's FY 2023-2024 Work Plan](#)

15. SOUTHERN CALIFORNIA EDISON - AMENDMENT NO. 4 TO THE POWER PURCHASE AGREEMENT AT PLANT NO. 2 [2023-3121](#)

RECOMMENDATION:

Approve and Authorize the Board Chairman to execute Amendment No. 4 to the Power Purchase Agreement (QFID-04) with Southern California Edison (SCE) Company and Orange County Sanitation District, to allow for the extension of the term and to adjust the price for all energy delivered to SCE during the extension period.

Originator: Riaz Moinuddin

Attachments: [Agenda Report](#)
[Amendment No. 4 - Proposed Amendment](#)
[Amendment No. 3 - As-Available Capacity & Energy Power Purchase](#)
[Amendment No. 2 - Purchase Power Agreement](#)
[Amendment No. 1 - Power Purchase Agreement](#)
[SCE Original Agreement](#)

16. HEADQUARTERS AUDIOVISUAL INTEGRATOR, CONTRACT NO. P1-128A-1 FOR HEADQUARTERS COMPLEX AT PLANT NO. 1, PROJECT NO P1-128 [2023-3122](#)

RECOMMENDATION:

- A. Receive and file Bid Tabulation and Recommendation for Headquarters Audiovisual Integrator, Contract No. P1-128A-1 for the Headquarters Complex at Plant No. 1, Project No. P1-128A;
- B. Award a Construction Contract to EIDIM Group, Inc. dba EIDIM AV Technology for Headquarters Audiovisual Integrator, Contract No. P1-128A-1 for the Headquarters Complex at Plant No. 1, Project No. P1-128A for a total amount not to exceed \$1,580,000; and
- C. Approve a contingency of \$158,000 (10%).

Originator: Mike Dorman

Attachments: [Agenda Report](#)
[P1-128-1 Contract](#)

17. BAY BRIDGE PUMP STATION AND FORCE MAINS REPLACEMENT PROJECT, PROJECT NO. 5-67 [2023-3123](#)**RECOMMENDATION:**

- A. Consider, Receive, and Certify the Addendum to the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project No. 5-67, dated July 2023; and
- B. Adopt Resolution No. OC SAN 23-13 entitled, "A Resolution of the Orange County Sanitation District Board of Directors receiving and filing the Addendum to the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project No. 5-67 and approving the Modified Project".

Originator: Mike Dorman**Attachments:** [Agenda Report](#)
[Resolution No. OC SAN 23-13](#)
[Bay Bridge Addendum 07-18-2023](#)
[Final EIR - Resolution No. OC SAN 21-03](#)**NON-CONSENT:****18. PROPOSED ADOPTION OF ORDINANCE NO. OC SAN-61 UPDATING THE PURCHASING ORDINANCE** [2023-3102](#)**RECOMMENDATION:**

- A. Motion to read Ordinance No. OC SAN-61 by title only and waive reading of said entire Ordinance;
- B. Adopt Ordinance No. OC SAN-61, entitled: "An Ordinance of the Board of Directors of the Orange County Sanitation District Establishing Requirements and Procedures for the Purchase of Goods, Services, and Public Works Projects; and Repealing Ordinance No. OC SAN-56"; and
- C. Direct the Clerk of the Board to publish summaries of the Ordinance as required by law.

Originator: Wally Ritchie**Attachments:** [Agenda Report](#)
[Purchasing Ordinance Updates Summary](#)
[Ordinance No. OC SAN-61 \(redline\)](#)
[Ordinance No. OC SAN-61 \(clean\)](#)**INFORMATION ITEMS:**

None.

AB 1234 DISCLOSURE REPORTS:

This item allows Board members to provide a brief oral report regarding the disclosure of outside committees, conferences, training, seminars, etc. attended at the Agency's expense, per Government Code §53232.3(d).

- Report from Board Delegate - ISDOC
- Report from Board Delegate - NWRI
- Report from Board Delegate - OCCOG
- Report from Board Delegate - SARFPA
- Report from GWRS Steering Committee Member(s)
- Other

CLOSED SESSION:

During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chairperson may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

CONVENE IN CLOSED SESSION.**CS-1 CONFERENCE WITH LABOR NEGOTIATORS - GOVERNMENT CODE [2023-3124](#)
SECTION 54957.6**

RECOMMENDATION: Convene in Closed Session:

Agency Designated Representatives: General Manager Robert Thompson, Assistant General Manager Lorenzo Tyner, and Director of Human Resources Laura Maravilla.

Unrepresented Employees: Managers Group: Administration Manager, Engineering Manager, Environmental Protection Manager, Finance and Procurement Manager, Human Resources Manager, Information Technology Manager, Maintenance Manager, Operations Manager, and Safety and Health Manager.

Attachments: [Agenda Report](#)
[Board CS Memo re Labor Negotiations Managers Group 7-26-23](#)

**CS-2 CONFERENCE WITH LEGAL COUNSEL RE ANTICIPATED
LITIGATION - GOVERNMENT CODE SECTION 54956.9(d)(2) [2023-3125](#)**

RECOMMENDATION: Convene in Closed Session:

Number of Potential Cases: 1

Claim received from Panish Shea Boyd Ravipudi LLP for Alexa Araiza, a Minor, by and through her Guardian Wendy Araiza arising out of an automobile accident that

occurred on December 6, 2022 at Westminster Boulevard and Hammond Place in the City of Westminster.

Attachments: [Agenda Report](#)
[Board CS Memo re Araiza Claim 7-26-23](#)

CS-3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION 54957(b)(1) [2023-3126](#)

RECOMMENDATION: Convene in Closed Session:

Public Employee Performance Evaluation

Number of Employees: 1

- General Manager

Originator: Laura Maravilla

Attachments: [Agenda Report](#)
[Board CS Memo re GM Evaluation 7-26-23](#)

RECONVENE IN REGULAR SESSION.

CONSIDERATION OF ACTION, IF ANY, ON MATTERS CONSIDERED IN CLOSED SESSION:

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:

Adjourn the Board meeting until the Regular Meeting of the Board of Directors on August 23, 2023 at 6:00 p.m.



BOARD OF DIRECTORS

Agenda Report

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

File #: 2023-3080

Agenda Date: 7/26/2023

Agenda Item No: 2.

FROM: Robert Thompson, 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 Board of Directors held June 28, 2023.

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. OC SAN 22-37

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- June 28, 2023 Board of Directors meeting minutes

**ORANGE COUNTY SANITATION DISTRICT
BOARD OF DIRECTORS**

AND

**ORANGE COUNTY SANITATION DISTRICT
FINANCING CORPORATION
BOARD OF DIRECTORS**

MINUTES

JUNE 28, 2023



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

CALL TO ORDER

A regular meeting of the Board of Directors of the Orange County Sanitation District was called to order by Board Chairman Chad Wanke on Wednesday, June 28, 2023 at 6:05 p.m. in the Administration Building of the Orange County Sanitation District. Director Steve Jones delivered the invocation and led the Pledge of Allegiance.

ROLL CALL AND DECLARATION OF QUORUM

The Clerk of the Board declared a quorum present as follows:

PRESENT: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

ABSENT: Farrah Khan

STAFF PRESENT: Rob Thompson, General Manager; Lorenzo Tyner, Assistant General Manager; Michael Dorman, Director of Engineering; Laura Maravilla, Director of Human Resources; Riaz Moinuddin, Director of Operations and Maintenance; Wally Ritchie, Director of Finance; Lan Wiborg, Director of Environmental Services; Kelly Lore, Clerk of the Board; Mo Abiodun; Jennifer Cabral; Thys DeVries; Brian Engeln; Rob Michaels; Valerie Ratto; Eros Yong; and Ruth Zintzun were present in the Board Room. Tina Knapp was in attendance telephonically.

OTHERS PRESENT: Brad Hogin, General Counsel; Finn Wanke; and Jesus Gaona Perez were present in the Board Room.

PUBLIC COMMENTS:

None.

SPECIAL PRESENTATIONS:**1. EMPLOYEE SERVICE AWARDS****[2023-3024](#)**

Originator: Kelly Lore

General Manager Rob Thompson presented the following:

20-year Service Award

Riaz Moinuddin, Director of Operations and Maintenance - Division 810

REPORTS:

Chair Wanke reported on the Honor Walk celebration held today where former employees Marc Dubois and Jack Ellis and former Board Members Larry Crandall and Jim Ferryman were recognized with a personalized brick in front of the Administration Building.

Chair Wanke provided a recap of the items covered in the recent Strategic Planning process which included the policy areas and initiatives. He stated the Levels of Service and the Core Values were covered at the last Committee meetings; and next month the Risk Register will be presented.

Chair Wanke stated that the Directors would receive talking points regarding OC San activities to assist while reporting out to their Councils, Boards, and community groups.

Mr. Thompson provided an update to the recent insurance claim of \$4,381,478 OC San filed for the CenGen Engine #1 breakdown. He reported that payments of \$1,796,406 have been received to date from the various insurance carriers; and OC San anticipates receiving the balance this year. OC San's insurance carriers are seeking recovery from the vendor and the vendor's insurance carriers.

Mr. Thompson reported that tours have recently been provided to staff and Council members of Stanton, Los Alamitos, Garden Grove, Anaheim, Placentia, and Fullerton. Tomorrow, both he and Chair Wanke would be providing a tour for the Korean Delegation.

Mr. Thompson announced that OC San and OCWD were recognized by the Construction Management Association of America for the final completion of the Groundwater Replenishment System and received the Project Achievement award for Innovation and Implementation of Technology for water/wastewater projects.

Mr. Thompson provided an overview of the presentation of the GM work plan for FY 2023-24 and the GM year-end work plan for FY 2022-23 which were provided to the Steering Committee. The final FY 2023-24 work plan will be brought to the Board next month for approval.

Mr. Thompson stated OC San Administrative Offices would be closed on Tuesday, July 4 in observance of Independence Day.

Mr. Thompson requested that the Board meeting be adjourned in memory of former Board Member Allan (Doc) Bernstein from the City of Tustin; and OC San employee John French who passed away unexpectedly on June 16.

General Counsel Brad Hogin provided a brief report on a claim received today arising out of an automobile accident that occurred on December 6, 2022 at an OC San Construction project in the City of Westminster. He stated the claim would be procedurally denied for untimely filing. Mr. Hogin will provide additional information at the next meeting.

CONSENT CALENDAR:**2. APPROVAL OF MINUTES**[2023-3025](#)**Originator:** Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve minutes of the Regular meeting of the Board of Directors held May 24, 2023.

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)**NOES:** None**ABSENT:** Farrah Khan**ABSTENTIONS:** Rose Espinoza**RECEIVE AND FILE:****3. COMMITTEE MEETING MINUTES**[2023-2726](#)**Originator:** Kelly Lore

WITHOUT OBJECTION ACTION TAKEN TO RECEIVE AND FILE THE FOLLOWING:

- A. Minutes of the Steering Committee Meeting held April 26, 2023
- B. Minutes of the Operations Committee Meeting held May 3, 2023
- C. Minutes of the Administration Committee Meeting held May 10, 2023

4. REPORT OF THE INVESTMENT TRANSACTIONS FOR THE MONTH OF MAY 2023[2023-2853](#)**Originator:** Wally Ritchie

WITHOUT OBJECTION ACTION TAKEN TO RECEIVE AND FILE THE FOLLOWING:

Report of the Investment Transactions for the month of May 2023.

OPERATIONS COMMITTEE:**5. ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT**[2023-3036](#)**Originator:** Mike Dorman

MOVED, SECONDED, AND DULY CARRIED TO:

Receive and file the Engineering Program Contract Performance Report for the period ending March 31, 2023.

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

6. LIQUID OXYGEN (LOX) PURCHASE, SPECIFICATION NO. C-2023-1398BD

[2023-3037](#)

Originator: Riaz Moinuddin

MOVED, SECONDED, AND DULY CARRIED TO:

- A. Approve a Chemical Supplier Agreement to Airgas USA, LLC for the purchase of liquid oxygen, Specification No. C-2023-1398BD for the period beginning August 21, 2023 through August 20, 2024, for a unit price of \$0.53 per centum cubic feet (ccf) delivered, plus applicable sales tax, for a total estimated annual amount of \$912,000; with four one-year renewal options; and
- B. Authorize unit price adjustment of up to 15% annually using mutually acceptable price indices for subsequent agreement renewal periods.

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

7. MANHOLE REHABILITATION SERVICES, SPECIFICATION NO. S-2023-1391BD

[2023-3038](#)

Originator: Riaz Moinuddin

MOVED, SECONDED, AND DULY CARRIED TO:

- A. Approve a General Services Contract to Ayala Engineering, Inc. to provide Manhole Rehabilitation Services, Specification No. S-2023-1391BD for a total amount not to exceed \$881,750 for the period beginning July 1, 2023 through June 30, 2024, with four one-year renewal options; and
- B. Approve an annual contingency of \$132,263 (15%).

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

**8. EPSA ELECTRICAL BUILDING AND DISTRIBUTION CENTER H
HVAC SYSTEM REPLACEMENT AT PLANT NO. 2, PROJECT NO.
SC22-01**

[2023-3039](#)

Originator: Mike Dorman

MOVED, SECONDED, AND DULY CARRIED TO:

- A. Approve a Purchase Order Contract to Trane U.S. Inc. for the EPSA Electrical Building and Distribution Center H HVAC System Replacement at Plant No. 2, Project No. SC22-01, utilizing the Omnia Cooperative Purchasing Agreement, Contract Number 3341, for a total amount not to exceed \$3,862,000; and
- B. Approve a contingency of \$386,200 (10%).

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

9. APPROVAL OF COOPERATIVE AGREEMENT WITH THE CITY OF FOUNTAIN VALLEY [2023-3040](#)

Originator: Mike Dorman

MOVED, SECONDED, AND DULY CARRIED TO:

Approve the Cooperative Agreement between Orange County Sanitation District and the City of Fountain Valley for installation of a traffic signal and authorize its execution and implementation.

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

ADMINISTRATION COMMITTEE:**10. ENVIRONMENTAL REGULATORY REPORTS** [2023-3053](#)

Originator: Lan Wiborg

MOVED, SECONDED, AND DULY CARRIED TO:

Receive and file environmental regulatory reports: Annual Biosolids Management Compliance Report CY 2022, Annual Pretreatment Program Report FY 2022 (July 2021-June 2022), Semi-Annual Pretreatment Program Report (July-December 2022), Annual Mandatory Reporting of Greenhouse Gas Emissions Report CY 2022, Annual Emissions Report CY 2022, and the Marine Monitoring Annual Report FY 2022 (July 2021-June 2022).

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

11. FY 2023-24 USE CHARGES FOR SANTA ANA WATERSHED PROJECT AUTHORITY [2023-3054](#)

Originator: Wally Ritchie

MOVED, SECONDED, AND DULY CARRIED TO:

Adopt Resolution No. OC SAN 23-11, entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District Establishing Use Charges for the 2023-24 Fiscal Year Pursuant to the Wastewater Treatment and Disposal Agreement with the Santa Ana Watershed Project Authority ("SAWPA")".

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

12. GANN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24 [2023-3055](#)

Originator: Wally Ritchie

MOVED, SECONDED, AND DULY CARRIED TO:

Adopt Resolution No. OC SAN 23-12, entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District Establishing the Annual Appropriations Limit for Fiscal Year 2023-24 for the Orange County Sanitation District in Accordance with the Provisions of Division 9 of Title 1 of the California Government Code".

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

13. PMWEB MAINTENANCE AND SUPPORT RENEWAL[2023-3056](#)**Originator:** Wally Ritchie

MOVED, SECONDED, AND DULY CARRIED TO:

- A. Approve a three (3) year Purchase Order contract with PMWeb Inc. for maintenance and support of PMWeb application, paying \$121,500 annually for a total amount not to exceed \$364,500; and
- B. Approve a contingency of \$36,450 (10%).

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

14. ESRI ENTERPRISE ADVANTAGE PROGRAM SUBSCRIPTION RENEWAL[2023-3057](#)**Originator:** Wally Ritchie

MOVED, SECONDED, AND DULY CARRIED TO:

- A. Approve a Purchase Order Contract for a three-year contract with Environmental Systems Research Institute, Inc. to renew Orange County Sanitations District's subscription for the Enterprise Advantage Program, payable annually, commencing July 1, 2023, through June 30, 2026, for a total amount not to exceed \$310,500 plus applicable tax; and
- B. Approve a not to exceed contingency of \$31,050 (10%).

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

15. FINANCE BUDGET SOFTWARE IMPLEMENTATION[2023-3058](#)

Originator: Wally Ritchie

MOVED, SECONDED, AND DULY CARRIED TO:

A. Approve a Professional Services Agreement to TruEd Consulting, Inc. to provide Finance Budget Software and Implementation, Specification No. CS-2022-1362BD, for a total amount not to exceed \$441,000 for the Implementation Services portion; and

B. Approve a contingency of \$44,100 (10%).

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

16. CARAHSOFT SERVICE AGREEMENT[2023-3059](#)

Originator: Wally Ritchie

MOVED, SECONDED, AND DULY CARRIED TO:

A. Approve a Purchase Order for a five-year contract with Carahsoft for a Subscription Service Agreement with Anaplan Budget Software, payable annually, utilizing the NASPO ValuePoint Cooperative Purchasing Contract 7-17-70-40-05 for a total amount not to exceed \$713,876.36 plus pax and delivery (if applicable); and

B. Approve a contingency of \$71,388 (10%).

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

17. DISPOSITION OF UNCOLLECTIBLE DEBT - GOLDEN STATE PUMPING, LLC [2023-3060](#)

Originator: Wally Ritchie

MOVED, SECONDED, AND DULY CARRIED TO:

Approve the discharge of uncollectible debt owed by Golden State Pumping, LLC in the amount of \$126,722.18.

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

18. FY 2023-24 PROPERTY - LIABILITY INSURANCE RENEWALS [2023-3061](#)

Originator: Wally Ritchie

MOVED, SECONDED, AND DULY CARRIED TO:

Approve the Orange County Sanitation District FY 2023-24 Property-Liability Insurance Renewals included in the FY 2023-24 Budget Update for the not-to-exceed amounts specified below:

Property and Boiler & Machinery - Not to Exceed	\$2,617,059
Excess General Liability Insurance - Not to Exceed	\$1,247,262
Excess Workers' Compensation Insurance - Not to Exceed	\$ 391,000
Earthquake Insurance - Not to Exceed	\$ 173,054
TOTAL	\$4,428,375

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

STEERING COMMITTEE:**19. LEGISLATIVE AFFAIRS UPDATE FOR THE MONTH OF MAY 2023 [2023-3072](#)**

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

Receive and file the Legislative Affairs Update for the month of May 2023.

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

20. PUBLIC AFFAIRS UPDATE FOR THE MONTH OF MAY 2023 [2023-3073](#)

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

Receive and file the Public Affairs Update for the month of May 2023.

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

21. PUBLIC AFFAIRS STRATEGIC PLAN FOR FISCAL YEARS 2022-2024 YEAR-END REPORT [2023-3074](#)

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

Receive and file the Public Affairs Strategic Plan for Fiscal Years 2022-2024 Year-End Report.

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

22. GENERAL MANAGER'S FISCAL YEAR 2022-2023 WORK PLAN YEAR-END REPORT [2023-3075](#)

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

Receive and file the General Manager's Fiscal Year 2022-2023 Work Plan Year-End Report.

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

23. AMENDMENT TO JOINT AGREEMENT WITH ORANGE COUNTY WATER DISTRICT FOR GWRS [2023-3076](#)

Originator: Lorenzo Tyner

MOVED, SECONDED, AND DULY CARRIED TO:

Approve the Third Amendment to the Second Amended and Restated Joint Exercise of Powers Agreement for the Development, Operation, and Maintenance of the Groundwater Replenishment System and Green Acres Project between Orange County Sanitation District and Orange County Water District, in a form approved by General Counsel.

- AYES:** Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)
- NOES:** None
- ABSENT:** Farrah Khan
- ABSTENTIONS:** None

Chair Wanke recessed the OC San Board of Directors Meeting at 6:23 p.m.

ORANGE COUNTY SANITATION DISTRICT FINANCING CORPORATION**CALL TO ORDER**

Chair Wanke called the Board of Directors, Orange County Sanitation District Financing Corporation meeting to order at 6:23p.m.

ROLL CALL AND DECLARATION OF QUORUM

Kelly Lore, Secretary of the Financing Corporation, declared a quorum present as follows:

PRESENT: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

ABSENT: Farrah Khan

Ms. Lore announced that the members of the Orange County Sanitation District Board of Directors were each being compensated \$212.50 for the Board of Directors Meeting; and no additional compensation for the Financing Corporation Meeting.

APPROVAL OF MINUTES**FC-1 APPROVAL OF MINUTES - ORANGE COUNTY SANITATION DISTRICT FINANCING CORPORATION**[2023-2944](#)

Originator: Kelly Lore

MOVED, SECONDED AND DULY CARRIED TO:

Approve Minutes of the Regular meeting of the Orange County Sanitation District Financing Corporation held June 22, 2022.

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: Robbie Pitts

NON-CONSENT:

FC-2 ANNUAL STATUS REPORT OF THE ORANGE COUNTY SANITATION DISTRICT FINANCING CORPORATION [2023-2945](#)

Originator: Wally Ritchie

Mr. Ritchie provided the annual status report.

WITHOUT OBJECTION ACTION TAKEN TO:

Receive and file the Annual Status Report of the Orange County Sanitation District Financing Corporation.

Chair Wanke adjourned the meeting of the Board of Directors, Orange County Sanitation District Financing Corporation at 6:28 p.m.

Chair Wanke reconvened the Orange County Sanitation District Board of Directors meeting at 6:28 p.m.

NON-CONSENT:

24. PROPOSED FISCAL YEAR 2023-24 BUDGET UPDATE [2023-3062](#)

Originator: Wally Ritchie

Mr. Thompson provided a brief introduction to the item.

MOVED, SECONDED, AND DULY CARRIED TO:

Approve the proposed Operating, Capital, Debt Service, and Self-Insurance Budgets for FY 2023-24 as follows:

	FY 2023-24
Net Operating	\$215,389,585
Self-Insurance - Workers' Comp.	850,500
Self-Insurance - Property & Gen. Liability	3,318,000
Net Capital Improvement Program	271,978,000
Debt/COP Service	68,611,384
Intra-District Joint Equity Purchase/Sale(1)	<u>3,500,000</u>
Total	\$563,647,469

(1) Cash to/from Revenue Area 14 (RA14) in exchange for capital assets to/from Consolidated Revenue Area 15 (RA15)

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

25. PROPOSED ORDINANCE NO. OC SAN-58A AMENDING ORDINANCE NO. OC SAN-58 TO CORRECT AN ERROR IN THE TABLE OF SECTION 2.03(B)(1) [2023-3023](#)

Originator: Wally Ritchie

MOVED, SECONDED, AND DULY CARRIED TO:

- A. Motion to read Ordinance No. OC SAN-58A by title only and waive second reading of said entire Ordinance;
- B. Adopt Ordinance No. OC SAN-58A, entitled: "An Ordinance of the Board of Directors of Orange County Sanitation District, Amending Ordinance No. OC SAN-58 to correct an error in the table of Section 2.03(B)(1)"; and
- C. Direct the Clerk of the Board to publish summaries of the Ordinance as required by law.

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

**26. PROPOSED ADOPTION OF ORDINANCE NO. OC SAN-61 UPDATING [2023-3063](#)
THE PURCHASING ORDINANCE**

Originator: Wally Ritchie

MOVED, SECONDED, AND DULY CARRIED TO:

- A. Introduce Ordinance No. OC SAN-61, entitled: "An Ordinance of the Board of Directors of the Orange County Sanitation District Establishing Requirements and Procedures for the Purchase of Goods, Services, and Public Works Projects; and Repealing Ordinance No. OC SAN-56";
- B. Motion to read Ordinance No. OC SAN-61 by title only and waive reading of said entire Ordinance on June 28, 2023;
- C. Set July 26, 2023, as the date for the second reading and adoption of Ordinance No. OC SAN-61; and
- D. Direct the Clerk of the Board to publish summaries of the Ordinance as required by law.

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers, Debbie Baker (Alternate), Natalie Meeks (Alternate) and Bonnie Peat (Alternate)

NOES: None

ABSENT: Farrah Khan

ABSTENTIONS: None

INFORMATION ITEMS:

None.

AB 1234 DISCLOSURE REPORTS:

Director David Shawver provided a report on the recent OCCOG meeting he attended. Director Jon Dumitru reported that he attended the last NWRI meeting, where no action could be considered due to a lack of quorum.

CLOSED SESSION:

CONVENED IN CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1).

The Board convened in closed session at 6:35 p.m. Confidential minutes of the Closed Session have been prepared in accordance with the above Government Code Section and are maintained by the Clerk of the Board in the Official Book of Confidential Minutes of Board and Committee Closed Session meetings.

**CS-1 CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION - [2023-3071](#)
GOVERNMENT CODE SECTION 54956.9(d)(1)**

CONVENED IN CLOSED SESSION:

Number of Cases: 1

Jose O. Cruz v. Orange County Sanitation District Financing Corporation, a California corporation; and Does 1-50, inclusive, Superior Court of California, County of Orange, Case No. 30-2019-01100180-CU-WT-CJC.

RECONVENED IN REGULAR SESSION.

The Board reconvened in regular session at 6:46 p.m.

CONSIDERATION OF ACTION, IF ANY, ON MATTERS CONSIDERED IN CLOSED SESSION:

Mr. Hogin stated there was no reportable action.

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

None.

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

None.

ADJOURNMENT:

At 6:46 p.m., Chair Wanke adjourned the meeting until the next Regular Meeting of the Board of Directors to be held on Wednesday, July 26, 2023 at 6:00 p.m., in memory of past Board member Allan "Doc" Bernstein and OC San employee John French.

Submitted by:

Kelly A. Lore, MMC
Clerk of the Board



BOARD OF DIRECTORS

Agenda Report

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

File #: 2023-2727

Agenda Date: 7/26/2023

Agenda Item No: 3.

FROM: Robert Thompson, General Manager
Originator: Kelly A. Lore, Clerk of the Board

SUBJECT:

COMMITTEE MEETING MINUTES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Receive and file the following:

- A. Minutes of the GWRS Steering Committee Meeting held April 10, 2023
- B. Minutes of the Steering Committee Meeting held May 24, 2023
- C. Minutes of the Operations Committee Meeting held June 7, 2023
- D. Minutes of the Administration Committee Meeting held June 14, 2023

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. OC SAN 22-37

ADDITIONAL INFORMATION

The minutes of the Committee meetings are approved at their respective Committees and brought forth to the Board of Directors for receive and file only.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Minutes of the Monthly Committee Meetings

**MINUTES OF THE MEETING
GROUNDWATER REPLENISHMENT SYSTEM STEERING COMMITTEE
Monday, April 10, 2023**

OC San Director Wanke called the Groundwater Replenishment System Steering Committee meeting to order in the OCWD Boardroom. Public access was also provided via Zoom webinar. Following the Pledge of Allegiance to the flag, the Secretary called the roll and reported a quorum.

Committee Members

Chad Wanke
Cathy Green
Ryan Gallagher
Kelly Rowe
David Shawver
Van Tran

Alternates

Roger Yoh
Bob Ooten
Dina Nguyen (absent)
Andrew Nguyen
Steve Sheldon (absent)
Pat Burns

OCWD Directors Bilodeau and Whitaker were also in attendance.

OCWD Staff	OC SAN Staff
Mike Markus, Mehul Patel, Sandy Scott-Roberts, Gina Ayala, Christina Fuller	Robert Thompson, Jennifer Cabral

CONSENT CALENDAR

The Consent Calendar was approved upon motion by Director Green, seconded by Director Gallagher and carried [6-0] as follows.

Yes –Wanke, Green, Gallagher, Rowe, Shawver, Tran

1. Minutes of Previous Meeting

The minutes of the GWRS Steering Committee meeting held January 23, 2023 are approved as presented.

INFORMATIONAL ITEMS

2. GWRS Operating Budget Summary

Executive Director of Operations/GWRS Mehul Patel presented an overview of OCWD's recommended 2023-24 operating budget for the Groundwater Replenishment System (GWRS) which will be submitted to the OCWD Board of Directors at the April 19 Board meeting. He stated that the total recommended 2023-2024 Budget is 53.7M, which includes \$900,000 demand response credit and excludes both Alamitos barrier and Green Acres Project (GAP) costs.

3. GWRS Operations Update

Mr. Patel reported that the average production for the reporting period of January to March 2023 was lower than normal due to recent heavy precipitation events causing a majority of the OCWD recharge basin capacity to be limited. He advised that due to the level of precipitation

this winter, overall groundwater basin levels, especially along the coast, are high which limits the amount of flow that is required for injection into the seawater intrusion barrier. He stated that as of March 31, 2023, the GWRS Fiscal Year 2022-2023 production to date was 75,040 af which is 7,535 af below the target fiscal year production to date of 82,575 af. Mr. Patel noted that a shortfall in planned production was anticipated due to the GWRS Final Expansion project construction activities, including remaining punch list activity and ongoing warranty issues on certain mechanical equipment. He advised that the recent heavy rainfall limiting recharge basin capacity and seawater intrusion barrier capacity was unexpected and had the greatest impact on GWRS production. He stated that it is anticipated that recharge basin capacity and overall groundwater demand will increase in the second quarter of 2023 allowing higher production from GWRS.

4. Update on GWRS Final Expansion

GWRS Program Manager Sandy Scott-Roberts reported that construction of the GWRS Final Expansion Project is complete, and the Notice of Completion was approved by the OCWD Board on April 5, 2023. She advised that the expected GWRSFE Project Budget is less than the approved project budget due to the following factors:

- The MF system for the GWRSFE Project was competitively bid in this phase and due to this process – significant savings in the cost of the MF equipment were achieved
- The Headworks Modification Project bid was significantly lower than the Engineer’s Estimate
- The Pipeline Rehabilitation Project bid was also significantly lower than the Engineer’s Estimate

5. Quarterly Outreach Report (January- March 2023)

Director of Public Affairs Gina Ayala reviewed public outreach highlights and reported that 27 tours were held with 330 total guests. She provided an update on the GWRS Final Completion Dedication Ceremony to be held April 14.

ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 6:05 p.m.

Chad Wanke

Chad Wanke (Jul 12, 2023 10:16 PDT)

OC San Director Chad Wanke, Chair






04-10-2023 GWRS Steering Committee Meeting Minutes FOR SIGNATURE

Final Audit Report

2023-07-12

Created:	2023-07-11
By:	Tina Knapp (tknapp@ocsan.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO98CFImOZ3zquKPqldD4cMoPvhApM75h

"04-10-2023 GWRS Steering Committee Meeting Minutes FOR SIGNATURE" History

-  Document created by Tina Knapp (tknapp@ocsan.gov)
2023-07-11 - 4:34:18 PM GMT- IP address: 47.176.104.46
-  Document emailed to chad@chadwanke.com for signature
2023-07-11 - 4:34:44 PM GMT
-  Email viewed by chad@chadwanke.com
2023-07-12 - 5:15:34 PM GMT- IP address: 45.134.140.154
-  Signer chad@chadwanke.com entered name at signing as Chad Wanke
2023-07-12 - 5:16:02 PM GMT- IP address: 45.134.140.154
-  Document e-signed by Chad Wanke (chad@chadwanke.com)
Signature Date: 2023-07-12 - 5:16:04 PM GMT - Time Source: server- IP address: 45.134.140.154
-  Agreement completed.
2023-07-12 - 5:16:04 PM GMT



SPECIAL MEETING - EARLY START TIME

CALL TO ORDER

A special meeting of the Steering Committee of the Orange County Sanitation District was called to order by Board Vice-Chairman Ryan Gallagher on Wednesday, May 24, 2023 at 4:34 p.m. in the Administration Building of the Orange County Sanitation District.

ROLL CALL AND DECLARATION OF QUORUM:

The Clerk of the Board declared a quorum present as follows:

PRESENT: Ryan Gallagher, Pat Burns, Christine Marick, John Withers, Jon Dumitru and Robert Ooten
ABSENT: Chad Wanke

STAFF PRESENT: Rob Thompson, General Manager; Lorenzo Tyner, Assistant General Manager; Michael Dorman, Director of Engineering; Laura Maravilla, Director of Human Resources; Riaz Moinuddin, Director of Operations and Maintenance; Wally Ritchie, Director Finance; Lan Wiborg, Director of Environmental Services; Kelly Lore, Clerk of the Board; Jennifer Cabral; Mortimer Caparas; Tanya Chong; Daisy Covarrubias; Thys DeVries; Al Garcia; Rebecca Long; Perla Rodriguez; and Ruth Zintzun were present in Conference Room A. Mo Abiodun; Tina Knapp; Rob Michaels; and Valerie Ratto were present telephonically.

OTHERS PRESENT: Brad Hogin, General Counsel, and Dan Fears, Special Counsel, were present in Conference Room A. Eric Sapirstein, ENS Resources, and Eric O'Donnell, Townsend & Associates, were present telephonically.

PUBLIC COMMENTS:

None.

REPORTS:

Vice-Chairman Gallagher did not provide a report.

General Manager Rob Thompson reported that, at the request of Board Chairman Chad Wanke, OC San sent introduction letters to our member agencies and, as a result, have presented and/or provided tours to the cities of Newport Beach, Villa Park, Los Alamitos, Garden Grove, and Fountain Valley.

CONSENT CALENDAR:**1. APPROVAL OF MINUTES**[2023-2948](#)**Originator:** Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve minutes of the Regular meeting of the Steering Committee held April 26, 2023.

AYES: Ryan Gallagher, Pat Burns, Christine Marick and Robert Ooten**NOES:** None**ABSENT:** Chad Wanke, John Withers and Jon Dumitru**ABSTENTIONS:** None**2. 2023-2026 CONTRIBUTION TO THE CENTER FOR DEMOGRAPHIC RESEARCH**[2023-2925](#)**Originator:** Mike Dorman

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

Approve and authorize the General Manager to execute a three-year Memorandum of Understanding with California State University Fullerton Auxiliary Services Corporation for the continued operation of the Center for Demographic Research for the period July 1, 2023 through June 30, 2026, for a total amount not to exceed \$207,872.

AYES: Ryan Gallagher, Pat Burns, Christine Marick and Robert Ooten**NOES:** None**ABSENT:** Chad Wanke, John Withers and Jon Dumitru**ABSTENTIONS:** None**3. LETTER OF OPPOSITION TO AB 1216**[2023-2983](#)**Originator:** Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

Approve a Letter of Opposition to Assembly Bill 1216 (Muratsuchi).

AYES: Ryan Gallagher, Pat Burns, Christine Marick and Robert Ooten**NOES:** None**ABSENT:** Chad Wanke, John Withers and Jon Dumitru**ABSTENTIONS:** None

4. LEGISLATIVE AFFAIRS UPDATE FOR THE MONTH OF APRIL 2023 [2023-2984](#)

Originator: Rob Thompson

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

Receive and file the Legislative Affairs Update for the month of April 2023.

AYES: Ryan Gallagher, Pat Burns, Christine Marick and Robert Ooten

NOES: None

ABSENT: Chad Wanke, John Withers and Jon Dumitru

ABSTENTIONS: None

5. PUBLIC AFFAIRS UPDATE FOR THE MONTH OF APRIL 2023 [2023-2989](#)

Originator: Rob Thompson

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

Receive and file the Public Affairs Update for the month of April 2023.

AYES: Ryan Gallagher, Pat Burns, Christine Marick and Robert Ooten

NOES: None

ABSENT: Chad Wanke, John Withers and Jon Dumitru

ABSTENTIONS: None

NON-CONSENT:

At the request of Vice-Chair Gallagher, Item Nos. 7 & 8 were heard prior to Item No. 6.

7. PROPOSED ORDINANCE NO. OC SAN-58A AMENDING ORDINANCE NO. OC SAN-58 TO CORRECT AN ERROR IN THE TABLE OF SECTION 2.03(B)(1) [2023-2982](#)

Originator: Wally Ritchie

Director of Finance Wally Ritchie provided a brief description of the correction needed on Ordinance No. OC SAN-58 for which this item was created.

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

- A. Motion to read Ordinance No. OC SAN-58A by title only and waive first reading of said entire Ordinance;
- B. Introduce Ordinance No. OC SAN-58A, entitled: "An Ordinance of the Board of Directors of Orange County Sanitation District, Amending Ordinance No. OC SAN-58 to correct an error in the table of Section 2.03(B)(1)";
- C. Set June 28, 2023 as the date for the second reading of Ordinance No. OC SAN-58A"; and
- D. Direct the Clerk of the Board to publish summaries of the Ordinance as required by law.

AYES: Ryan Gallagher, Pat Burns, Christine Marick and Robert Ooten

NOES: None

ABSENT: Chad Wanke, John Withers and Jon Dumitru

ABSTENTIONS: None

Directors John Withers and Jon Dumitru arrived at the meeting at 4:45 p.m.

**8. FURNITURE, FIXTURES, AND EQUIPMENT PURCHASE UPDATED [2023-2998](#)
APPROVAL FOR HEADQUARTERS COMPLEX AT PLANT NO. 1,
PROJECT NO. P1-128A**

Originator: Mike Dorman

Director of Engineering Mike Dorman provided a PowerPoint presentation regarding the Furnishings, Fixtures, and Equipment (FFE) purchases for the new Headquarters Building which included: interior and loose site furniture/equipment, purchasing and delivery schedules, identified pricing error in initial bidding process, and the additional funding requested.

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

- A. Rescind approval of a Purchase Order Contract to GM Business Interiors (GMBI) for the purchase of furniture for the Headquarters Complex at Plant No. 1, Project No. P1-128A, utilizing the County of Orange Regional Cooperative Agreement No. RCA-017-22010154 for a total amount not to exceed \$3,907,183 including freight and sales tax and a contingency of \$39,072 (1%); and
- B. Approve a Purchase Order Contract to PeopleSpace, Inc. for the purchase of furniture for the Headquarters Complex at Plant No. 1, Project No. P1-128A, utilizing the cooperative contract with the County of Orange Regional Cooperative Agreement No. RCA-017-22010154, the National Cooperative Purchasing Alliance (NCPA) Agreement Nos. 07-43 and 07-84, and OMNIA Contract No. R191803 for a total amount not to exceed \$4,995,819 including freight and sales tax.

AYES: Ryan Gallagher, Pat Burns, Christine Marick, John Withers, Jon Dumitru and Robert Ooten

NOES: None

ABSENT: Chad Wanke

ABSTENTIONS: None

6. SELECTION OF HONOR WALK BRICK RECIPIENTS AND EMPLOYEE DEDICATIONS

[2023-2928](#)

Originator: Rob Thompson

Vice-Chair Gallagher provided a brief introduction to the item and explained the Honor Walk Program. The Directors considered all former Board members who were nominated for recognition and came to a conclusion.

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

- A. Approve nominated former employees Marc Dubois and Jack Ellis as Honor Walk brick recipients for the year 2023;
- B. Approve former Board Members Larry Crandall and Jim Ferryman as Honor Walk brick recipients for the year 2023; and
- C. Approve Brian Bingman and Linda Losurdo for tunnel dedications.

INFORMATION ITEMS:

None.

DEPARTMENT HEAD REPORTS:

None.

CLOSED SESSION:**CONVENED IN CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1).**

The Committee convened in closed session at 4:55 p.m. Confidential minutes of the Closed Sessions have been prepared in accordance with the above Government Code Section and are maintained by the Clerk of the Board in the Official Book of Confidential Minutes of Board and Committee Closed Session meetings.

**CS-1 CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION - [2023-2981](#)
GOVERNMENT CODE SECTION 54956.9(d)(1)****CONVENED IN CLOSED SESSION:**

Number of Cases: 2

- A. Arlin Blazevic v. Orange County Sanitation District; Natasha Dubrovski; Lorenzo Tyner; and Does 1-100, inclusive, Superior Court of California, County of Orange, Case No. 30-2020-01149812-CU-WT-CJC; and
- B. Raul Palazuelos v. Orange County Sanitation District, a government entity; Richard Kwiecien, an individual; and Does 1 through 100, inclusive. Superior Court of California, County of Orange, Case No. 30-2021-01217839-CU-OE-CJC.

RECONVENED IN REGULAR SESSION.

The Committee reconvened in regular session at 5:25 p.m.

CONSIDERATION OF ACTION, IF ANY, ON MATTERS CONSIDERED IN CLOSED SESSION:

General Counsel Brad Hogin did not provide a report.

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

None.

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

None.

ADJOURNMENT:

Vice-Chairman Gallagher declared the meeting adjourned at 5:26 p.m. to the Regular Steering Committee meeting to be held on Wednesday, June 28, 2023 at 5:00 p.m.

Submitted by:



Kelly A. Lore, MMC
Clerk of the Board



CALL TO ORDER

A regular meeting of the Operations Committee of the Orange County Sanitation District was called to order by Committee Chairman Marshall Goodman on Wednesday, June 7, 2023 at 5:01 p.m. in the Administration Building of the Orange County Sanitation District. Chair Goodman led the Pledge of Allegiance.

ROLL CALL AND DECLARATION OF QUORUM:

The Clerk of the Board declared a quorum present as follows:

- PRESENT:** Brad Avery, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Robert Ooten, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and Bonnie Peat (Alternate)
- ABSENT:** Phil Hawkins and Steve Jones

STAFF PRESENT: Lorenzo Tyner, Assistant General Manager; Michael Dorman, Director of Engineering; Laura Maravilla, Director of Human Resources; Riaz Moinuddin, Director of Operations and Maintenance; Wally Ritchie, Director of Finance; Lan Wiborg, Director of Environmental Services; Kelly Lore, Clerk of the Board; Jennifer Cabral; Mortimer Caparas; Sam Choi; Tanya Chong; Raul Cuellar; Rhea DeGuzman; Thys DeVries; Justin Fenton; Al Garcia; Valerie Ratto; Steve Speakman; Don Stokes; Eros Yong; and Ruth Zintzun were present in the Board Room. Martin Dix, Tina Knapp, Rob Michaels, Bob Tran, and Thomas Vu were present telephonically.

OTHERS PRESENT: Brad Hogin, General Counsel, Jesus Gaona Perez, and Jeff Mohr were present in the Board Room.

PUBLIC COMMENTS:

None.

Clerk of the Board Kelly Lore stated that late communication regarding Item Nos. 7-9 had been provided to the Committee and made available to the public.

REPORTS:

Chair Goodman and Assistant General Manager Lorenzo Tyner did not provide reports.

CONSENT CALENDAR:**1. APPROVAL OF MINUTES**[2023-3021](#)**Originator:** Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular meeting of the Operations Committee held May 3, 2023.

AYES: Brad Avery, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Robert Ooten, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and Bonnie Peat (Alternate)**NOES:** None**ABSENT:** Phil Hawkins, Johnathan Ryan Hernandez and Steve Jones**ABSTENTIONS:** None**2. INFLUENT PUMP STATION PLANT WATER PIPING REPAIR AT PLANT NO. 2, PROJECT NO. FR2-0029**[2022-2619](#)**Originator:** Mike Dorman

MOVED, SECONDED, AND DULY CARRIED TO:

A. Receive and file Bid Tabulation and Recommendation for Influent Pump Station Plant Water Piping Repair at Plant No. 2, Project No. FR2-0029;

B. Award a Construction Contract to W.A. Rasic Construction Company, Inc. for Influent Pump Station Plant Water Piping Repair at Plant No. 2, Project No. FR2-0029, for a total amount not to exceed \$177,063; and

C. Approve a contingency of \$35,400 (20%).

AYES: Brad Avery, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Robert Ooten, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and Bonnie Peat (Alternate)**NOES:** None**ABSENT:** Phil Hawkins, Johnathan Ryan Hernandez and Steve Jones**ABSTENTIONS:** None**3. ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT**[2023-2849](#)**Originator:** Mike Dorman

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

Receive and file the Engineering Program Contract Performance Report for the period ending March 31, 2023.

AYES: Brad Avery, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Robert Ooten, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and Bonnie Peat (Alternate)

NOES: None

ABSENT: Phil Hawkins, Johnathan Ryan Hernandez and Steve Jones

ABSTENTIONS: None

**4. LIQUID OXYGEN (LOX) PURCHASE, SPECIFICATION NO. [2023-3001](#)
C-2023-1398BD**

Originator: Riaz Moinuddin

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

- A. Approve a Chemical Supplier Agreement to Airgas USA, LLC for the purchase of liquid oxygen, Specification No. C-2023-1398BD for the period beginning August 21, 2023 through August 20, 2024, for a unit price of \$0.53 per centum cubic feet (ccf) delivered, plus applicable sales tax, for a total estimated annual amount of \$912,000; with four one-year renewal options; and
- B. Authorize unit price adjustment of up to 15% annually using mutually acceptable price indices for subsequent agreement renewal periods.

AYES: Brad Avery, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Robert Ooten, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and Bonnie Peat (Alternate)

NOES: None

ABSENT: Phil Hawkins, Johnathan Ryan Hernandez and Steve Jones

ABSTENTIONS: None

**5. MANHOLE REHABILITATION SERVICES, SPECIFICATION NO. [2023-3022](#)
S-2023-1391BD**

Originator: Riaz Moinuddin

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

- A. Approve a General Services Contract to Ayala Engineering, Inc. to provide Manhole Rehabilitation Services, Specification No. S-2023-1391BD for a total amount not to exceed \$881,750 for the period beginning July 1, 2023 through June 30, 2024, with four one-year renewal options; and
- B. Approve an annual contingency of \$132,263 (15%).

AYES: Brad Avery, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Robert Ooten, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and Bonnie Peat (Alternate)
NOES: None
ABSENT: Phil Hawkins, Johnathan Ryan Hernandez and Steve Jones
ABSTENTIONS: None

NON-CONSENT:

6. EPSA ELECTRICAL BUILDING AND DISTRIBUTION CENTER H HVAC SYSTEM REPLACEMENT AT PLANT NO. 2, PROJECT NO. SC22-01 [2023-2952](#)

Originator: Mike Dorman

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

- A. Approve a Purchase Order Contract to Trane U.S. Inc. for the EPSA Electrical Building and Distribution Center H HVAC System Replacement at Plant No. 2, Project No. SC22-01, utilizing the Omnia Cooperative Purchasing Agreement, Contract Number 3341, for a total amount not to exceed \$3,862,000; and
- B. Approve a contingency of \$386,200 (10%).

AYES: Brad Avery, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Robert Ooten, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and Bonnie Peat (Alternate)
NOES: None
ABSENT: Phil Hawkins, Johnathan Ryan Hernandez and Steve Jones
ABSTENTIONS: None

Director Johnathan Ryan Hernandez arrived at the meeting at 5:08 p.m.

7. APPROVAL OF COOPERATIVE AGREEMENT WITH THE CITY OF FOUNTAIN VALLEY [2023-3005](#)

Originator: Mike Dorman

Director of Engineering Mike Dorman provided a PowerPoint presentation which included information on the current exit options and location details of OC San's current and future Headquarters buildings, the limited accessibility, the Cooperative Agreement with the City of Fountain Valley, and the changes to the estimated total project costs.

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

Approve the Cooperative Agreement between Orange County Sanitation District and the City of Fountain Valley for installation of a traffic signal and authorize its execution and implementation.

AYES: Brad Avery, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Robert Ooten, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and Bonnie Peat (Alternate)

NOES: None

ABSENT: Phil Hawkins and Steve Jones

ABSTENTIONS: None

INFORMATION ITEMS:

8. FY 2023-24 BUDGET UPDATE PRESENTATION [2023-3004](#)

Originator: Wally Ritchie

Director of Finance Wally Ritchie provided a PowerPoint presentation recapping the proposed FY 2023-24 budget update. The presentation included an overview of revenue, rates, expenses, the Capital Improvement Program, and an overview of debt service.

ITEM RECEIVED AS AN:

Information Item.

9. ORANGE COUNTY SANITATION DISTRICT ENVIRONMENTAL SERVICES LABORATORY AND OCEAN MONITORING UPDATE [2023-2997](#)

Originator: Lan Wiborg

Environmental Protection Manager Samuel Choi provided a PowerPoint presentation regarding the Environmental Services Laboratory and Ocean Monitoring update. The presentation included an overview of the Environmental Services Department, environmental monitoring, accreditations, the Laboratory and Ocean Monitoring Division, laboratory tests and instruments, the 2021-2022 OC Beach Report Card, research and innovation, OC San partners, and public outreach.

ITEM RECEIVED AS AN:

Information Item.

10. STRATEGIC PLANNING - CORE VALUES [2023-3003](#)

Originator: Rob Thompson

Administration Manager Jennifer Cabral provided a PowerPoint presentation regarding OC San's core values. The presentation also included an overview of upcoming topics including the risk register to be presented to the Operations and Administration Committees in July, the Strategic Plan draft for Board review in September, and adoption of the Strategic Plan in November.

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 Goodman declared the meeting adjourned at 5:48 p.m. to the next Regular Operations Committee meeting to be held on Wednesday, July 5, 2023 at 5:00 p.m.

Submitted by:



Kelly A. Lore, MMC
Clerk of the Board



CALL TO ORDER

A regular meeting of the Administration Committee of the Orange County Sanitation District was called to order by Committee Vice-Chairman Glenn Grandis on Wednesday, June 14, 2023 at 5:01 p.m. in the Administration Building of the Orange County Sanitation District. Director Shawver led the Flag Salute.

ROLL CALL AND DECLARATION OF QUORUM:

The Clerk of the Board declared a quorum present as follows:

PRESENT: Ryan Gallagher, Glenn Grandis, Farrah Khan, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke, John Withers and Emily Hibard (Alternate)

ABSENT: Pat Burns, Rose Espinoza, Christine Marick and Susan Sonne

STAFF PRESENT: Rob Thompson, General Manager; Lorenzo Tyner, Assistant General Manager; Michael Dorman, Director of Engineering; Laura Maravilla, Director of Human Resources; Riaz Moinuddin, Director of Operations and Maintenance; Wally Ritchie, Director of Finance; Lan Wiborg, Director of Environmental Services; Kelly Lore, Clerk of the Board; Mo Abiodun; Jennifer Cabral; Sam Choi; Rhea DeGuzman; Thys DeVries; Brian Engeln; Al Garcia; Mark Kawamoto; Rob Michaels; Shallee Milligan; and Ruth Zintzun were present in the Board Room. Tina Knapp, John Preston, Thomas Vu, and Mike Zedek were present telephonically.

OTHERS PRESENT: Brad Hogin, General Counsel, was present in the Board Room; and Board member Christine Marick was present telephonically.

PUBLIC COMMENTS:

None.

REPORTS:

Vice-Chair Grandis did not provide a report.

General Manager Rob Thompson reminded the Committee of the upcoming Honor Walk to be held on June 28, 2023 at 3:30 p.m.

CONSENT CALENDAR:

1. APPROVAL OF MINUTES

[2023-3030](#)

Originator: Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular meeting of the Administration Committee held May 10, 2023.

AYES: Ryan Gallagher, Glenn Grandis, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke, John Withers and Emily Hibard (Alternate)

NOES: None

ABSENT: Pat Burns, Rose Espinoza, Farrah Khan, Christine Marick and Susan Sonne

ABSTENTIONS: None

2. ENVIRONMENTAL REGULATORY REPORTS

[2023-2892](#)

Originator: Lan Wiborg

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

Receive and file environmental regulatory reports: Annual Biosolids Management Compliance Report CY 2022, Annual Pretreatment Program Report FY 2022 (July 2021-June 2022), Semi-Annual Pretreatment Program Report (July-December 2022), Annual Mandatory Reporting of Greenhouse Gas Emissions Report CY 2022, Annual Emissions Report CY 2022, and the Marine Monitoring Annual Report FY 2022 (July 2021-June 2022).

AYES: Ryan Gallagher, Glenn Grandis, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke, John Withers and Emily Hibard (Alternate)

NOES: None

ABSENT: Pat Burns, Rose Espinoza, Farrah Khan, Christine Marick and Susan Sonne

ABSTENTIONS: None

3. FY 2023-24 USE CHARGES FOR SANTA ANA WATERSHED PROJECT AUTHORITY

[2023-2971](#)

Originator: Wally Ritchie

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

Adopt Resolution No. OC SAN 23-XX, entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District Establishing Use Charges for the 2023-24 Fiscal Year Pursuant to the Wastewater Treatment and Disposal Agreement with the Santa Ana Watershed Project Authority ("SAWPA")".

AYES: Ryan Gallagher, Glenn Grandis, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke, John Withers and Emily Hibard (Alternate)

NOES: None

ABSENT: Pat Burns, Rose Espinoza, Farrah Khan, Christine Marick and Susan Sonne

ABSTENTIONS: None

4. GANN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24 [2023-2972](#)

Originator: Wally Ritchie

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

Adopt Resolution No. OC SAN 23-XX, entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District Establishing the Annual Appropriations Limit for Fiscal Year 2023-24 for the Orange County Sanitation District in Accordance with the Provisions of Division 9 of Title 1 of the California Government Code".

AYES: Ryan Gallagher, Glenn Grandis, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke, John Withers and Emily Hibard (Alternate)

NOES: None

ABSENT: Pat Burns, Rose Espinoza, Farrah Khan, Christine Marick and Susan Sonne

ABSTENTIONS: None

5. PMWEB MAINTENANCE AND SUPPORT RENEWAL [2023-3019](#)

Originator: Wally Ritchie

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

A. Approve a three (3) year Purchase Order contract with PMWeb Inc. for maintenance and support of PMWeb application, paying \$121,500 annually for a total amount not to exceed \$364,500; and

B. Approve a contingency of \$36,450 (10%).

AYES: Ryan Gallagher, Glenn Grandis, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke, John Withers and Emily Hibard (Alternate)

NOES: None

ABSENT: Pat Burns, Rose Espinoza, Farrah Khan, Christine Marick and Susan Sonne

ABSTENTIONS: None

**6. ESRI ENTERPRISE ADVANTAGE PROGRAM SUBSCRIPTION [2023-3026](#)
RENEWAL**

Originator: Wally Ritchie

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

A. Approve a Purchase Order Contract for a three-year contract with Environmental Systems Research Institute, Inc. to renew Orange County Sanitations District's subscription for the Enterprise Advantage Program, payable annually, commencing July 1, 2023, through June 30, 2026, for a total amount not to exceed \$310,500 plus applicable tax; and

B. Approve a not to exceed contingency of \$31,050 (10%).

AYES: Ryan Gallagher, Glenn Grandis, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke, John Withers and Emily Hibard (Alternate)

NOES: None

ABSENT: Pat Burns, Rose Espinoza, Farrah Khan, Christine Marick and Susan Sonne

ABSTENTIONS: None

NON-CONSENT:

7. FINANCE BUDGET SOFTWARE IMPLEMENTATION [2023-3028](#)

Originator: Wally Ritchie

Director of Finance Wally Ritchie provided a brief overview of the item and introduced Information Technology Manager Rob Michaels who provided additional details on the requested purchase.

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

A. Approve a Professional Services Agreement to TruEd Consulting, Inc. to provide Finance Budget Software and Implementation, Specification No. CS-2022-1362BD, for a total amount not to exceed \$441,000 for the Implementation Services portion; and

B. Approve a contingency of \$44,100 (10%).

AYES: Ryan Gallagher, Glenn Grandis, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke, John Withers and Emily Hibard (Alternate)

NOES: None

ABSENT: Pat Burns, Rose Espinoza, Farrah Khan, Christine Marick and Susan Sonne

ABSTENTIONS: None

8. CARAHSOFT SERVICE AGREEMENT

[2023-3029](#)

Originator: Wally Ritchie

Mr. Michaels introduced the item and provided additional details on the requested purchase.

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

A. Approve a Purchase Order for a five-year contract with Carahsoft for a Subscription Service Agreement with Anaplan Budget Software, payable annually, utilizing the NASPO ValuePoint Cooperative Purchasing Contract 7-17-70-40-05 for a total amount not to exceed \$713,876.36 plus pax and delivery (if applicable); and

B. Approve a contingency of \$71,388 (10%).

AYES: Ryan Gallagher, Glenn Grandis, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke, John Withers and Emily Hibard (Alternate)

NOES: None

ABSENT: Pat Burns, Rose Espinoza, Farrah Khan, Christine Marick and Susan Sonne

ABSTENTIONS: None

Director Farrah Khan arrived at the meeting at 5:08 p.m.

9. DISPOSITION OF UNCOLLECTIBLE DEBT - GOLDEN STATE PUMPING, LLC

[2023-2990](#)

Originator: Wally Ritchie

Mr. Ritchie provided a brief introduction to and explanation of the item.

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

Approve the discharge of uncollectible debt owed by Golden State Pumping, LLC in the amount of \$126,722.18.

AYES: Ryan Gallagher, Glenn Grandis, Farrah Khan, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke, John Withers and Emily Hibard (Alternate)

NOES: None

ABSENT: Pat Burns, Rose Espinoza, Christine Marick and Susan Sonne

ABSTENTIONS: None

10. FY 2023-24 PROPERTY - LIABILITY INSURANCE RENEWALS [2023-3020](#)

Originator: Wally Ritchie

Mr. Ritchie presented the item.

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

Approve the Orange County Sanitation District FY 2023-24 Property-Liability Insurance Renewals included in the FY 2023-24 Budget Update for the not-to-exceed amounts specified below:

Property and Boiler & Machinery - Not to Exceed	\$2,617,059
Excess General Liability Insurance - Not to Exceed	\$1,247,262
Excess Workers' Compensation Insurance - Not to Exceed	\$ 391,000
Earthquake Insurance - Not to Exceed	\$ 173,054
TOTAL	\$4,428,375

AYES: Ryan Gallagher, Glenn Grandis, Farrah Khan, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke, John Withers and Emily Hibard (Alternate)

NOES: None

ABSENT: Pat Burns, Rose Espinoza, Christine Marick and Susan Sonne

ABSTENTIONS: None

11. PROPOSED FISCAL YEAR 2023-24 BUDGET UPDATE [2023-2850](#)

Originator: Wally Ritchie

Mr. Ritchie provided a PowerPoint presentation regarding the proposed FY 2023-24 budget update which included an overview of the FY 2023-24 budget, revenue, rates, expenses, the Capital Improvement Program, and debt service.

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

Approve the proposed Operating, Capital, Debt Service, and Self-Insurance Budgets for FY 2023-24 as follows:

	FY 2023-24
Net Operating	\$215,389,585
Self-Insurance - Workers' Comp.	850,500
Self-Insurance - Property & Gen. Liability	3,318,000
Net Capital Improvement Program	271,978,000
Debt/COP Service	68,611,384
Intra-District Joint Equity Purchase/Sale(1)	<u>3,500,000</u>
Total	\$563,647,469

(1) Cash to/from Revenue Area 14 (RA14) in exchange for capital assets to/from Consolidated Revenue Area 15 (RA15)

AYES: Ryan Gallagher, Glenn Grandis, Farrah Khan, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke, John Withers and Emily Hibard (Alternate)

NOES: None

ABSENT: Pat Burns, Rose Espinoza, Christine Marick and Susan Sonne

ABSTENTIONS: None

12. PROPOSED ADOPTION OF ORDINANCE NO. OC SAN-61 UPDATING [2023-3006](#) THE PURCHASING ORDINANCE

Originator: Wally Ritchie

Mr. Ritchie provided a brief update to the item and explained that amendments to the Ordinance had been presented to each Committee last month; and were also included in the Agenda Report.

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

- A. Introduce Ordinance No. OC SAN-61, entitled: "An Ordinance of the Board of Directors of the Orange County Sanitation District Establishing Requirements and Procedures for the Purchase of Goods, Services, and Public Works Projects; and Repealing Ordinance No. OC SAN-56";
- B. Motion to read Ordinance No. OC SAN-61 by title only and waive reading of said entire Ordinance on June 28, 2023;
- C. Set July 26, 2023, as the date for the second reading and adoption of Ordinance No. OC SAN-61; and
- D. Direct the Clerk of the Board to publish summaries of the Ordinance as required by law.

AYES: Ryan Gallagher, Glenn Grandis, Farrah Khan, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke, John Withers and Emily Hibard (Alternate)
NOES: None
ABSENT: Pat Burns, Rose Espinoza, Christine Marick and Susan Sonne
ABSTENTIONS: None

INFORMATION ITEMS:

13. ORANGE COUNTY SANITATION DISTRICT ENVIRONMENTAL SERVICES LABORATORY AND OCEAN MONITORING UPDATE [2023-3032](#)

Originator: Lan Wiborg

Environmental Protection Manager Samuel Choi provided a PowerPoint presentation regarding the Environmental Services Laboratory and Ocean Monitoring update. The presentation included an overview of the Environmental Services Department, environmental monitoring, accreditations, the Laboratory and Ocean Monitoring Division, laboratory tests and instruments, the 2021-2022 OC Beach Report Card, research and innovation, OC San partners, and public outreach.

ITEM RECEIVED AS AN:

Information Item.

14. STRATEGIC PLANNING - CORE VALUES [2023-3033](#)

Originator: Rob Thompson

Administration Manager Jennifer Cabral provided a PowerPoint presentation regarding OC San's core values. The presentation also included an overview of upcoming topics including the risk register to be presented to the Operations and Administration Committees in July, the Strategic Plan draft for Board review in September, and adoption of the Strategic Plan in November.

ITEM RECEIVED AS AN:

Information Item.

DEPARTMENT HEAD REPORTS:

None.

CLOSED SESSION:

None.

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

Board Chair Wanke requested that the Clerk of the Board poll the Board members to ensure their attendance at the July Committee and Board meetings.

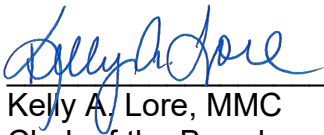
BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

None.

ADJOURNMENT:

Vice-Chair Grandis declared the meeting adjourned at 5:51 p.m. to the next Regular Administration Committee meeting to be held on Wednesday, July 12, 2023 at 5:00 p.m.

Submitted by:



Kelly A. Lore, MMC
Clerk of the Board



BOARD OF DIRECTORS

Agenda Report

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

File #: 2023-2854

Agenda Date: 7/26/2023

Agenda Item No: 4.

FROM: Robert Thompson, General Manager
Originator: Wally Ritchie, Director of Finance

SUBJECT:

REPORT OF THE INVESTMENT TRANSACTIONS FOR THE MONTH OF JUNE 2023

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Receive and file the following:

Report of the Investment Transactions for the month of June 2023.

BACKGROUND

The CA Government Code requires that a monthly report of investment transactions be provided to the legislative body. Attached is the monthly report of investment transactions for the month ended June 30, 2023.

RELEVANT STANDARDS

- CA Government Code Section 53607

PRIOR COMMITTEE/BOARD ACTIONS

N/A

FINANCIAL CONSIDERATIONS

N/A

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Report of the Investment Transactions - June 2023

U.S. Bank Transaction History - June 2023

Transaction Type	Entry Date	CUSIP Id	Net Cash Amt	Price	Units	Cost	Gain Loss
Acquisitions							
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/1/2023	31846V567	(117,552.31)	1.00	117,552.31	117,552.31	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/1/2023	31846V567	(79,250.00)	1.00	79,250.00	79,250.00	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/1/2023	31846V567	(6,998,000.00)	1.00	6,998,000.00	6,998,000.00	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/2/2023	31846V567	(125,464.99)	1.00	125,464.99	125,464.99	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/2/2023	31846V567	(20,747.58)	1.00	20,747.58	20,747.58	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/5/2023	31846V567	(10,000,000.00)	1.00	10,000,000.00	10,000,000.00	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/8/2023	31846V567	(87,500.00)	1.00	87,500.00	87,500.00	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/8/2023	31846V567	(10,000,000.00)	1.00	10,000,000.00	10,000,000.00	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/8/2023	31846V567	(5,000,000.00)	1.00	5,000,000.00	5,000,000.00	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/12/2023	31846V567	(254,375.00)	1.00	254,375.00	254,375.00	-
PURCHASED PAR VALUE OF TORONTO MTN 5.156% 1/10/28 /TD SECURITIES (USA)/MTXX 2,000,000 PAR VALUE AT 99.57 %	6/13/2023	89115A2M3	(1,991,400.00)	1.00	2,000,000.00	1,991,400.00	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/14/2023	31846V567	(159,706.25)	1.00	159,706.25	159,706.25	-
PURCHASED PAR VALUE OF COMCAST CORP 3.550% 5/01/28 /CITIGROUP GLOBAL MARKETS INC./MTXX 2,000,000 PAR VALUE AT 94.564 %	6/14/2023	20030NCH2	(1,891,280.00)	0.95	2,000,000.00	1,891,280.00	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/15/2023	31846V567	(595,510.51)	1.00	595,510.51	595,510.51	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/15/2023	31846V567	(1,203,547.80)	1.00	1,203,547.80	1,203,547.80	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/16/2023	31846V567	(8,654.84)	1.00	8,654.84	8,654.84	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/20/2023	31846V567	(33,287.50)	1.00	33,287.50	33,287.50	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/20/2023	31846V567	(5,000,000.00)	1.00	5,000,000.00	5,000,000.00	-
PURCHASED PAR VALUE OF U S TREASURY NT 3.625% 5/31/28 /CITIGROUP GLOBAL MARKETS INC./XOFF 7,500,000 PAR VALUE AT 98.28515627 %	6/20/2023	91282CHE4	(7,371,386.72)	0.98	7,500,000.00	7,371,386.72	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/21/2023	31846V567	(78,512.77)	1.00	78,512.77	78,512.77	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/23/2023	31846V567	(10,000,000.00)	1.00	10,000,000.00	10,000,000.00	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/26/2023	31846V567	(517,261.46)	1.00	517,261.46	517,261.46	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/26/2023	31846V567	(4,251,562.50)	1.00	4,251,562.50	4,251,562.50	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/27/2023	31846V567	(5,000,000.00)	1.00	5,000,000.00	5,000,000.00	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/27/2023	31846V567	(14,628.00)	1.00	14,628.00	14,628.00	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/28/2023	31846V567	(20,000,000.00)	1.00	20,000,000.00	20,000,000.00	-
PURCHASED PAR VALUE OF U S TREASURY BILL 8/22/23 /BMO CAPITAL MARKETS CORP/BONDS/XOFF 10,000,000 PAR VALUE AT 99.23395 %	6/29/2023	912797GH4	(9,923,395.00)	0.99	10,000,000.00	9,923,395.00	-

U.S. Bank Transaction History - June 2023

Transaction Type	Entry Date	CUSIP Id	Net Cash Amt	Price	Units	Cost	Gain Loss
PURCHASED PAR VALUE OF U S TREASURY NT 0.250% 11/15/23 /NOMURA SECURITIES INTERNATIONA/XOFF 10,000 PAR VALUE AT 98.1172 %	6/29/2023	91282CAW1	(9,811.72)	0.98	10,000.00	9,811.72	-
PURCHASED PAR VALUE OF U S TREASURY BILL 12/28/23 /BOFA SECURITIES, INC./XOFF 10,000,000 PAR VALUE AT 97.3597361 %	6/29/2023	912796ZN2	(9,735,973.61)	0.97	10,000,000.00	9,735,973.61	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/30/2023	31846V567	(642,500.00)	1.00	642,500.00	642,500.00	-
PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6/30/2023	31846V567	(10,068,750.00)	1.00	10,068,750.00	10,068,750.00	-
PURCHASED PAR VALUE OF U S TREASURY BILL 10/17/23 /J.P. MORGAN SECURITIES LLC/XOFF 10,000,000 PAR VALUE AT 98.4294917 %	6/30/2023	912797HB6	(9,842,949.17)	0.98	10,000,000.00	9,842,949.17	-
Total Acquisitions			(131,023,007.73)		131,766,811.51	131,023,007.73	-
Dispositions							
MATURED PAR VALUE OF U S TREASURY BILL 6/01/23 3,000,000 PAR VALUE AT 100 %	6/1/2023	912796ZG7	2,966,463.96	1.00	(3,000,000.00)	(2,966,463.96)	-
MATURED PAR VALUE OF TORONTO DOMINION C D 2.900% 6/01/23 3,998,000 PAR VALUE AT 100 %	6/1/2023	89114WY74	3,998,000.00	1.00	(3,998,000.00)	(3,984,818.59)	13,181.41
MATURED PAR VALUE OF F H L B DISC NTS 6/05/23 10,000,000 PAR VALUE AT 100 %	6/5/2023	313384GM5	9,798,330.56	1.00	(10,000,000.00)	(9,798,330.56)	-
SOLD UNITS OF FIRST AM GOVT OB FD CL Z	6/7/2023	31846V567	255.75	1.00	(255.75)	(255.75)	-
MATURED PAR VALUE OF U S TREASURY BILL 6/08/23 10,000,000 PAR VALUE AT 100 %	6/8/2023	912796ZP7	9,774,508.61	1.00	(10,000,000.00)	(9,774,508.61)	-
MATURED PAR VALUE OF PNC BANK NA MTN 3.500% 6/08/23 5,000,000 PAR VALUE AT 100 %	6/8/2023	69353RFL7	5,000,000.00	1.00	(5,000,000.00)	(4,993,318.05)	6,681.95
SOLD UNITS OF FIRST AM GOVT OB FD CL Z	6/14/2023	31846V567	2,035,226.00	1.00	(2,035,226.00)	(2,035,226.00)	-
SOLD UNITS OF FIRST AM GOVT OB FD CL Z	6/14/2023	31846V567	1,899,760.56	1.00	(1,899,760.56)	(1,899,760.56)	-
PAID DOWN PAR VALUE OF TOYOTA AUTO RECV 0.440% 10/15/24	6/15/2023	89237VAB5	115,948.08	84.42	(115,948.08)	(115,939.15)	8.93
PAID DOWN PAR VALUE OF MERCEDES BENZ AUTO 0.400% 11/15/24	6/15/2023	58769KAD6	302,663.28	32.34	(302,663.28)	(302,640.43)	22.85
PAID DOWN PAR VALUE OF JOHN DEERE OWN 0.520% 3/16/26	6/15/2023	47789QAC4	146,777.31	66.69	(146,777.31)	(146,764.22)	13.09
PAID DOWN PAR VALUE OF JOHN DEERE OWNER 0.360% 9/15/25	6/15/2023	47788UAC6	91,944.00	106.46	(91,944.00)	(91,926.33)	17.67
PAID DOWN PAR VALUE OF JOHN DEERE OWNER 0.510% 11/15/24	6/15/2023	47787NAC3	42,619.65	229.66	(42,619.65)	(42,613.15)	6.50
PAID DOWN PAR VALUE OF HTUNDAI AUTO REC TR 0.380% 1/15/26	6/15/2023	44934KAC8	349,041.39	28.04	(349,041.39)	(348,964.36)	77.03
PAID DOWN PAR VALUE OF HYUNDAI AUTO REC 0.380% 9/15/25	6/15/2023	44933LAC7	116,315.75	84.15	(116,315.75)	(116,303.51)	12.24
PAID DOWN PAR VALUE OF F H L M C #786064 4.262% 1/01/28 MAY FHLMC DUE 6/15/23	6/15/2023	31348SWZ3	11.28	-	(11.28)	(11.01)	0.27

U.S. Bank Transaction History - June 2023

Transaction Type	Entry Date	CUSIP Id	Net Cash Amt	Price	Units	Cost	Gain Loss
PAID DOWN PAR VALUE OF F H L M C MLTCL MTG 4.246% 8/15/32	6/15/2023	3133TCE95	37.35	-	(37.35)	(37.39)	(0.04)
PAID DOWN PAR VALUE OF HYUNDAI AUTO LEASE 0.330% 6/17/24	6/15/2023	44891VAC5	521,694.40	-	(521,694.40)	(521,616.14)	78.26
MATURED PAR VALUE OF U S TREASURY BILL 6/20/23 5,000,000 PAR VALUE AT 100 %	6/20/2023	912797FP7	4,921,538.19	1.00	(5,000,000.00)	(4,921,538.19)	-
PAID DOWN PAR VALUE OF G N M A I I #080023 2.750% 12/20/26 MAY GNMA DUE 6/20/23	6/20/2023	36225CAZ9	123.95	-	(123.95)	(126.00)	(2.05)
PAID DOWN PAR VALUE OF G N M A I I #080088 3.000% 6/20/27 MAY GNMA DUE 6/20/23	6/20/2023	36225CC20	88.14	-	(88.14)	(90.07)	(1.93)
PAID DOWN PAR VALUE OF G N M A I I #080408 2.875% 5/20/30 MAY GNMA DUE 6/20/23	6/20/2023	36225CN28	583.96	-	(583.96)	(578.03)	5.93
PAID DOWN PAR VALUE OF G N M A I I #080395 2.875% 4/20/30 MAY GNMA DUE 6/20/23	6/20/2023	36225CNM4	30.34	-	(30.34)	(30.06)	0.28
PAID DOWN PAR VALUE OF G N M A I I #080965 2.625% 7/20/34 MAY GNMA DUE 6/20/23	6/20/2023	36225DCB8	128.87	-	(128.87)	(128.79)	0.08
SOLD PAR VALUE OF U S TREASURY NT 2.000% 6/30/24 /CITIGROUP GLOBAL MARKETS INC./XOFF 5,000,000 PAR VALUE AT 96.7539062 %	6/20/2023	912828XX3	4,837,695.31	0.97	(5,000,000.00)	(5,028,710.94)	(191,015.63)
PAID DOWN PAR VALUE OF TOYOTA LEASE OWNER 0.420% 10/21/24	6/20/2023	89239CAC3	380,102.01	-	(380,102.01)	(380,096.88)	5.13
PAID DOWN PAR VALUE OF HONDA AUTO 0.370% 10/18/24	6/20/2023	43813KAC6	130,381.53	-	(130,381.53)	(130,362.38)	19.15
SOLD UNITS OF FIRST AM GOVT OB FD CL Z	6/20/2023	31846V567	1,906,216.73	1.00	(1,906,216.73)	(1,906,216.73)	-
PAID DOWN PAR VALUE OF HONDA AUTO 0.270% 4/21/25	6/21/2023	43813GAC5	76,670.18	-	(76,670.18)	(76,668.78)	1.40
MATURED PAR VALUE OF F H L B DISC NTS 6/23/23 10,000,000 PAR VALUE AT 100 %	6/23/2023	313384HF9	9,768,455.56	1.00	(10,000,000.00)	(9,768,455.56)	-
MATURED PAR VALUE OF MUFGBK LTD N Y BRH C P 6/26/23 3,000,000 PAR VALUE AT 100 %	6/26/2023	62479MTS2	2,961,600.00	1.00	(3,000,000.00)	(2,961,600.00)	-
PAID DOWN PAR VALUE OF F N M A #257179 4.500% 4/01/28 MAY FNMA DUE 6/25/23	6/26/2023	31371NUC7	107.90	-	(107.90)	(114.11)	(6.21)
PAID DOWN PAR VALUE OF F N M A #357969 5.000% 9/01/35 MAY FNMA DUE 6/25/23	6/26/2023	31376KT22	1,498.85	-	(1,498.85)	(1,611.26)	(112.41)
PAID DOWN PAR VALUE OF F H L M C MLTCL MT 6.49999% 9/25/43	6/26/2023	31394JY35	5,171.99	-	(5,171.99)	(5,857.28)	(685.29)
PAID DOWN PAR VALUE OF F N M A #AL0869 4.500% 6/01/29 MAY FNMA DUE 6/25/23	6/26/2023	3138EG6F6	81.15	-	(81.15)	(85.82)	(4.67)

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Transaction Type	Entry Date	CUSIP Id	Net Cash Amt	Price	Units	Cost	Gain Loss
PAID DOWN PAR VALUE OF F N M A #MA0022 FNMA DUE 6/25/23	4.500% 4/01/29 MAY	6/26/2023 31417YAY3	111.35	-	(111.35)	(117.76)	(6.41)
PAID DOWN PAR VALUE OF F N M A #888336 FNMA DUE 6/25/23	5.000% 7/01/36 MAY	6/26/2023 31410F4V4	638.92	-	(638.92)	(686.84)	(47.92)
PAID DOWN PAR VALUE OF F N M A #826080 FNMA DUE 6/25/23	5.000% 7/01/35 MAY	6/26/2023 31407BXH7	51.29	-	(51.29)	(55.14)	(3.85)
PAID DOWN PAR VALUE OF F N M A #823358 FNMA DUE 6/25/23	3.956% 2/01/35 MAY	6/26/2023 31406XWT5	128.24	-	(128.24)	(127.24)	1.00
PAID DOWN PAR VALUE OF F N M A #815971 FNMA DUE 6/25/23	5.000% 3/01/35 MAY	6/26/2023 31406PQY8	368.43	-	(368.43)	(396.06)	(27.63)
PAID DOWN PAR VALUE OF F N M A #748678 FNMA DUE 6/25/23	5.000% 10/01/33 MAY	6/26/2023 31403GXF4	4.42	-	(4.42)	(4.75)	(0.33)
PAID DOWN PAR VALUE OF F N M A #745580 FNMA DUE 6/25/23	5.000% 6/01/36 MAY	6/26/2023 31403DJZ3	476.85	-	(476.85)	(512.61)	(35.76)
PAID DOWN PAR VALUE OF F N M A GTD REMIC	2.472% 2/25/41	6/26/2023 31397QRE0	562.74	-	(562.74)	(562.56)	0.18
PAID DOWN PAR VALUE OF BMW VEHICLE LEASE	1.100% 3/25/25	6/26/2023 05601XAC3	238,694.23	-	(238,694.23)	(238,658.54)	35.69
MATURED PAR VALUE OF F H L M C M T N VALUE AT 100 %	0.250% 6/26/23 1,250,000 PAR	6/26/2023 3137EAES4	1,250,000.00	1.00	(1,250,000.00)	(1,214,137.50)	35,862.50
PAID DOWN PAR VALUE OF BMW VEHICLE LEASE	0.330% 12/26/24	6/26/2023 09690AAC7	188,454.89	-	(188,454.89)	(188,435.44)	19.45
MATURED PAR VALUE OF U S TREASURY BILL VALUE AT 100 %	6/27/23 5,000,000 PAR	6/27/2023 912797FQ5	4,919,964.24	1.00	(5,000,000.00)	(4,919,964.24)	-
MATURED PAR VALUE OF F H L B DISC NTS VALUE AT 100 %	6/28/23 20,000,000 PAR	6/28/2023 313384HL6	19,525,687.78	1.00	(20,000,000.00)	(19,525,687.78)	-
MATURED PAR VALUE OF U S TREASURY BILL VALUE AT 100 %	6/29/23 5,000,000 PAR	6/29/2023 912796ZR3	4,890,925.76	1.00	(5,000,000.00)	(4,890,925.76)	-
SOLD UNITS OF FIRST AM GOVT OB FD CL Z		6/29/2023 31846V567	14,669,183.39	1.00	(14,669,183.39)	(14,669,183.39)	-
MATURED PAR VALUE OF U S TREASURY BD PAR VALUE AT 100 %	1.375% 6/30/23 10,000,000	6/30/2023 912828S35	10,000,000.00	1.00	(10,000,000.00)	(9,820,703.13)	179,296.87
SOLD UNITS OF FIRST AM GOVT OB FD CL Z		6/30/2023 31846V567	49,842,949.17	1.00	(49,842,949.17)	(49,842,949.17)	-
Total Dispositions			167,678,274.29		(169,313,104.32)	(167,634,876.56)	43,397.73

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Other							
INTEREST EARNED ON HONEYWELL 1.350% 6/01/25 \$1 PV ON 5000000.0000 SHARES DUE 6/1/2023	6/1/2023	438516CB0	33,750.00	-	-	-	-
INTEREST EARNED ON FIRST AM GOVT OB FD CL Z UNIT ON 0.0000 SHARES DUE 5/31/2023 INTEREST FROM 5/1/23 TO 5/31/23	6/1/2023	31846V567	125,464.99	-	-	-	-
INTEREST EARNED ON FIRST AM GOVT OB FD CL Z UNIT ON 0.0000 SHARES DUE 5/31/2023 INTEREST FROM 5/1/23 TO 5/31/23	6/1/2023	31846V567	20,747.58	-	-	-	-
INTEREST EARNED ON AMAZON COM INC 4.550% 12/01/27 \$1 PV ON 2000000.0000 SHARES DUE 6/1/2023	6/1/2023	023135CP9	45,500.00	-	-	-	-
INTEREST EARNED ON U S TREASURY BILL 6/01/23 \$1 PV ON 3000000.0000 SHARES DUE 6/1/2023 3,000,000 PAR VALUE AT 100 %	6/1/2023	912796ZG7	33,536.04	-	-	-	-
INTEREST EARNED ON TORONTO DOMINION C D 2.900% 6/01/23 \$1 PV ON 3998000.0000 SHARES DUE 6/1/2023 INTEREST ON 6/1/23 MATURITY	6/1/2023	89114WY74	117,552.31	-	-	-	-
INTEREST EARNED ON F H L B DISC NTS 6/05/23 \$1 PV ON 10000000.0000 SHARES DUE 6/5/2023 10,000,000 PAR VALUE AT 100 %	6/5/2023	313384GM5	201,669.44	-	-	-	-
INTEREST EARNED ON MORGAN STANLEY 6.1039% 10/16/26 \$1 PV ON 1500000.0000 SHARES DUE 4/16/2023	6/7/2023	61747YEX9	45,523.50	-	-	-	-
INTEREST EARNED ON MORGAN STANLEY 6.1039% 10/16/26 \$1 PV ON 1500000.0000 SHARES DUE 4/16/2023 RATE REVISED	6/7/2023	61747YEX9	(45,779.25)	-	-	-	-
INTEREST EARNED ON U S TREASURY BILL 6/08/23 \$1 PV ON 10000000.0000 SHARES DUE 6/8/2023 10,000,000 PAR VALUE AT 100 %	6/8/2023	912796ZP7	225,491.39	-	-	-	-
INTEREST EARNED ON PNC BANK NA MTN 3.500% 6/08/23 \$1 PV ON 5000000.0000 SHARES DUE 6/8/2023 INTEREST ON 6/8/23 MATURITY	6/8/2023	69353RFL7	87,500.00	-	-	-	-
INTEREST EARNED ON TORONTO DOMINION MTN 2.650% 6/12/24 \$1 PV ON 3000000.0000 SHARES DUE 6/12/2023	6/12/2023	89114QCA4	39,750.00	-	-	-	-
INTEREST EARNED ON ROYAL BANK OF MTN 1.150% 6/10/25 \$1 PV ON 4000000.0000 SHARES DUE 6/10/2023	6/12/2023	78015K7H1	23,000.00	-	-	-	-
INTEREST EARNED ON F H L B DEB 4.500% 12/12/25 \$1 PV ON 7000000.0000 SHARES DUE 6/12/2023	6/12/2023	3130ATUC9	191,625.00	-	-	-	-
PAID ACCRUED INTEREST ON PURCHASE OF TORONTO MTN 5.156% 1/10/28	6/13/2023	89115A2M3	(43,826.00)	-	-	-	-

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Transaction Type	Entry Date	CUSIP Id	Net Cash Amt	Price	Units	Cost	Gain Loss
BOOK VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 32656.00 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	6/13/2023	912828WU0	-	-	-	-	-
STATE COST OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 32656.00 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	6/13/2023	912828WU0	-	-	-	-	-
FED BASIS OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 32656.00 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	6/13/2023	912828WU0	-	-	-	32,656.00	-
PAR VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 32656.0000 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	6/13/2023	912828WU0	-	-	32,656.00	-	-
PAID ACCRUED INTEREST ON PURCHASE OF COMCAST CORP 3.550% 5/01/28	6/14/2023	20030NCH2	(8,480.56)	-	-	-	-
INTEREST EARNED ON F H L B 2.875% 6/14/24 \$1 PV ON 11110000.0000 SHARES DUE 6/14/2023	6/14/2023	3130A1XJ2	159,706.25	-	-	-	-
INTEREST EARNED ON F H L M C MLTCL MTG 4.246% 8/15/32 \$1 PV ON 9.2600 SHARES DUE 6/15/2023 \$0.00354/PV ON 2,618.05 PV DUE 6/15/23	6/15/2023	3133TCE95	9.26	-	-	-	-
INTEREST EARNED ON TOYOTA AUTO REC V 0.440% 10/15/24 \$1 PV ON 173.4400 SHARES DUE 6/15/2023 \$0.00037/PV ON 473,004.75 PV DUE	6/15/2023	89237VAB5	173.44	-	-	-	-
INTEREST EARNED ON MERCEDES BENZ AUTO 0.400% 11/15/24 \$1 PV ON 843.5000 SHARES DUE 6/15/2023 \$0.00033/PV ON 2,530,529.22 PV DUE	6/15/2023	58769KAD6	843.50	-	-	-	-
INTEREST EARNED ON MERCEDES BENZ AUTO 5.210% 8/16/27 \$1 PV ON 31238.2900 SHARES DUE 6/15/2023 \$0.00434/PV ON 7,195,000.00 PV DUE	6/15/2023	58768PAC8	31,238.29	-	-	-	-
INTEREST EARNED ON JOHN DEERE OWNER 5.090% 6/15/27 \$1 PV ON 17136.3300 SHARES DUE 6/15/2023 \$0.00424/PV ON 4,040,000.00 PV DUE	6/15/2023	47800BAC2	17,136.33	-	-	-	-
INTEREST EARNED ON JOHN DEERE OWNR TR 3.740% 2/16/27 \$1 PV ON 9786.3400 SHARES DUE 6/15/2023 \$0.00312/PV ON 3,140,000.00 PV DUE	6/15/2023	47800AAC4	9,786.34	-	-	-	-
INTEREST EARNED ON JOHN DEERE OWN 0.520% 3/16/26 \$1 PV ON 1121.0900 SHARES DUE 6/15/2023 \$0.00043/PV ON 2,587,142.45 PV DUE	6/15/2023	47789QAC4	1,121.09	-	-	-	-
INTEREST EARNED ON JOHN DEERE OWNER 0.360% 9/15/25 \$1 PV ON 417.5100 SHARES DUE 6/15/2023 \$0.00030/PV ON 1,391,694.45 PV DUE	6/15/2023	47788UAC6	417.51	-	-	-	-
INTEREST EARNED ON JOHN DEERE OWNER 2.320% 9/15/26 \$1 PV ON 5819.3200 SHARES DUE 6/15/2023 \$0.00193/PV ON 3,010,000.00 PV DUE	6/15/2023	47787JAC2	5,819.32	-	-	-	-
INTEREST EARNED ON HYUNDAI AUTO REC TR 0.740% 5/15/26 \$1 PV ON 986.6700 SHARES DUE 6/15/2023 \$0.00062/PV ON 1,600,000.00 PV DUE	6/15/2023	44935FAD6	986.67	-	-	-	-

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Transaction Type	Entry Date	CUSIP Id	Net Cash Amt	Price	Units	Cost	Gain Loss
INTEREST EARNED ON HTUNDAI AUTO REC TR 0.380% 1/15/26 \$1 PV ON 1612.9100 SHARES DUE 6/15/2023 \$0.00032/PV ON 5,093,337.82 PV DUE	6/15/2023	44934KAC8	1,612.91	-	-	-	-
INTEREST EARNED ON HYUNDAI AUTO REC 0.380% 9/15/25 \$1 PV ON 430.4500 SHARES DUE 6/15/2023 \$0.00032/PV ON 1,359,286.88 PV DUE	6/15/2023	44933LAC7	430.45	-	-	-	-
INTEREST EARNED ON HYUNDAI AUTO REC 2.220% 10/15/26 \$1 PV ON 7955.0000 SHARES DUE 6/15/2023 \$0.00185/PV ON 4,300,000.00 PV DUE	6/15/2023	448977AD0	7,955.00	-	-	-	-
INTEREST EARNED ON HYUNDAI AUTO LEASE 1.160% 1/15/25 \$1 PV ON 2798.5100 SHARES DUE 6/15/2023 \$0.00097/PV ON 2,895,000.00 PV DUE	6/15/2023	44891WAC3	2,798.51	-	-	-	-
INTEREST EARNED ON HYUNDAI AUTO LEASE 0.330% 6/17/24 \$1 PV ON 489.9900 SHARES DUE 6/15/2023 \$0.00027/PV ON 1,781,772.45 PV DUE	6/15/2023	44891VAC5	489.99	-	-	-	-
INTEREST EARNED ON HONDA AUTO REC OWN 1.880% 5/15/26 \$1 PV ON 6157.0100 SHARES DUE 6/15/2023 \$0.00157/PV ON 3,930,000.00 PV DUE	6/15/2023	43815BAC4	6,157.01	-	-	-	-
INTEREST EARNED ON AMERICAN EXPRESS 3.750% 8/16/27 \$1 PV ON 6250.0000 SHARES DUE 6/15/2023 \$0.00313/PV ON 2,000,000.00 PV DUE	6/15/2023	02582JIV3	6,250.00	-	-	-	-
INTEREST EARNED ON F H L M C #786064 4.262% 1/01/28 \$1 PV ON 2.4900 SHARES DUE 6/15/2023 APRIL FHLMC DUE 6/15/23	6/15/2023	31348SWZ3	2.49	-	-	-	-
INTEREST EARNED ON JOHN DEERE OWNER 0.510% 11/15/24 \$1 PV ON 76.2100 SHARES DUE 6/15/2023 \$0.00042/PV ON 179,308.05 PV DUE 6/15/23	6/15/2023	47787NAC3	76.21	-	-	-	-
INTEREST EARNED ON AMERICAN EXPRESS 3.390% 5/17/27 \$1 PV ON 18701.5000 SHARES DUE 6/15/2023 \$0.00283/PV ON 6,620,000.00 PV DUE	6/15/2023	02582JIT8	18,701.50	-	-	-	-
INTEREST EARNED ON GM FIN CONS AUT 3.100% 2/16/27 \$1 PV ON 6019.1700 SHARES DUE 6/16/2023 \$0.00258/PV ON 2,330,000.00 PV DUE	6/16/2023	362585AC5	6,019.17	-	-	-	-
INTEREST EARNED ON GM FIN CONS AUTO 1.260% 11/16/26 \$1 PV ON 1669.5000 SHARES DUE 6/16/2023 \$0.00105/PV ON 1,590,000.00 PV DUE	6/16/2023	380146AC4	1,669.50	-	-	-	-
INTEREST EARNED ON GM FIN CONS AUTO 0.680% 9/16/26 \$1 PV ON 966.1700 SHARES DUE 6/16/2023 \$0.00057/PV ON 1,705,000.00 PV DUE	6/16/2023	362554AC1	966.17	-	-	-	-
INTEREST EARNED ON BANK AMER CORP MTN 1.319% 6/19/26 \$1 PV ON 2250000.0000 SHARES DUE 6/19/2023	6/20/2023	06051GJD2	14,838.75	-	-	-	-
INTEREST EARNED ON F N M A 0.500% 6/17/25 \$1 PV ON 9905000.0000 SHARES DUE 6/17/2023	6/20/2023	3135G04Z3	24,762.50	-	-	-	-
INTEREST EARNED ON G N M A I I #080023 2.750% 12/20/26 \$1 PV ON 11.9300 SHARES DUE 6/20/2023 MAY GNMA DUE 6/20/23	6/20/2023	36225CAZ9	11.93	-	-	-	-

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INTEREST EARNED ON G N M A I I #080088 3.000% 6/20/27 \$1 PV ON 10.9300 SHARES DUE 6/20/2023 MAY GNMA DUE 6/20/23	6/20/2023	36225CC20	10.93	-	-	-	-
INTEREST EARNED ON G N M A I I #080408 2.875% 5/20/30 \$1 PV ON 54.5100 SHARES DUE 6/20/2023 MAY GNMA DUE 6/20/23	6/20/2023	36225CN28	54.51	-	-	-	-
INTEREST EARNED ON G N M A I I #080395 2.875% 4/20/30 \$1 PV ON 6.2000 SHARES DUE 6/20/2023 MAY GNMA DUE 6/20/23	6/20/2023	36225CNM4	6.20	-	-	-	-
INTEREST EARNED ON GM FIN AUTO LSNG TR 1.900% 3/20/25 \$1 PV ON 7948.3400 SHARES DUE 6/20/2023 \$0.00158/PV ON 5,020,000.00 PV DUE	6/20/2023	36265MAC9	7,948.34	-	-	-	-
INTEREST EARNED ON GM FIN AUTO LSNG 3.420% 6/20/25 \$1 PV ON 8649.7500 SHARES DUE 6/20/2023 \$0.00285/PV ON 3,035,000.00 PV DUE	6/20/2023	36266FAC3	8,649.75	-	-	-	-
INTEREST EARNED ON HONDA AUTO 0.370% 10/18/24 \$1 PV ON 270.7500 SHARES DUE 6/18/2023 \$0.00031/PV ON 878,117.47 PV DUE	6/20/2023	43813KAC6	270.75	-	-	-	-
INTEREST EARNED ON TOYOTA MTR CR MTN 1.125% 6/18/26 \$1 PV ON 7285000.0000 SHARES DUE 6/18/2023	6/20/2023	89236TJK2	40,978.13	-	-	-	-
INTEREST EARNED ON TOYOTA LEASE OWNER 1.960% 2/20/25 \$1 PV ON 10004.1600 SHARES DUE 6/20/2023 \$0.00163/PV ON 6,125,000.00 PV DUE	6/20/2023	89238LAC4	10,004.16	-	-	-	-
INTEREST EARNED ON TOYOTA LEASE OWNER 0.420% 10/21/24 \$1 PV ON 842.2200 SHARES DUE 6/20/2023 \$0.00035/PV ON 2,406,326.83 PV DUE	6/20/2023	89239CAC3	842.22	-	-	-	-
RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY NT 2.000% PAID ACCRUED INTEREST ON PURCHASE OF U S TREASURY NT 3.625% 5/31/28	6/20/2023	912828XX3	47,237.57	-	-	-	-
	6/20/2023	91282CHE4	(14,856.56)	-	-	-	-
INTEREST EARNED ON VERIZON MASTER TR 3.720% 7/20/27 \$1 PV ON 8525.0000 SHARES DUE 6/20/2023 \$0.00310/PV ON 2,750,000.00 PV DUE	6/20/2023	92348KAV5	8,525.00	-	-	-	-
INTEREST EARNED ON G N M A I I #080965 2.625% 7/20/34 \$1 PV ON 39.2000 SHARES DUE 6/20/2023 MAY GNMA DUE 6/20/23	6/20/2023	36225DCB8	39.20	-	-	-	-
INTEREST EARNED ON U S TREASURY BILL 6/20/23 \$1 PV ON 5000000.0000 SHARES DUE 6/20/2023 5,000,000 PAR VALUE AT 100 %	6/20/2023	912797FP7	78,461.81	-	-	-	-
INTEREST EARNED ON HONDA AUTO REC 0.880% 1/21/26 \$1 PV ON 1679.3300 SHARES DUE 6/21/2023 \$0.00073/PV ON 2,290,000.00 PV DUE	6/21/2023	43815GAC3	1,679.33	-	-	-	-
INTEREST EARNED ON HONDA AUTO 0.270% 4/21/25 \$1 PV ON 163.2600 SHARES DUE 6/21/2023 \$0.00022/PV ON 725,606.05 PV DUE	6/21/2023	43813GAC5	163.26	-	-	-	-

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Transaction Type	Entry Date	CUSIP Id	Net Cash Amt	Price	Units	Cost	Gain Loss
INTEREST EARNED ON F H L B DISC NTS 6/23/23 \$1 PV ON 10000000.0000 SHARES DUE 6/23/2023 10,000,000 PAR VALUE AT 100 %	6/23/2023	313384HF9	231,544.44	-	-	-	-
INTEREST EARNED ON F H L B GTD REMIC 3.171% 10/25/24 \$1 PV ON 13212.5000 SHARES DUE 6/25/2023 \$0.00264/PV ON 5,000,000.00 PV DUE	6/26/2023	3137BFE98	13,212.50	-	-	-	-
INTEREST EARNED ON F H L M C MLTCL MTG 3.120% 9/25/26 \$1 PV ON 13000.0000 SHARES DUE 6/25/2023 \$0.00260/PV ON 5,000,000.00 PV DUE	6/26/2023	3137BSRE5	13,000.00	-	-	-	-
INTEREST EARNED ON F H L M C MLTCL MT 3.350% 1/25/28 \$1 PV ON 15186.6700 SHARES DUE 6/25/2023 \$0.00279/PV ON 5,440,000.00 PV DUE	6/26/2023	3137FETN0	15,186.67	-	-	-	-
INTEREST EARNED ON F H L M C MLTCL MT 3.850% 5/25/28 \$1 PV ON 23260.4100 SHARES DUE 6/25/2023 \$0.00321/PV ON 7,250,000.00 PV DUE	6/26/2023	3137FG6X8	23,260.41	-	-	-	-
INTEREST EARNED ON F N M A #AL0869 4.500% 6/01/29 \$1 PV ON 12.3800 SHARES DUE 6/25/2023 MAY FNMA DUE 6/25/23	6/26/2023	3138EG6F6	12.38	-	-	-	-
INTEREST EARNED ON F N M A #357969 5.000% 9/01/35 \$1 PV ON 164.3300 SHARES DUE 6/25/2023 MAY FNMA DUE 6/25/23	6/26/2023	31376KT22	164.33	-	-	-	-
INTEREST EARNED ON F H L M C MLTCL MT 6.49999% 9/25/43 \$1 PV ON 2047.4200 SHARES DUE 6/25/2023 \$0.00542/PV ON 377,985.62 PV DUE	6/26/2023	31394JY35	2,047.42	-	-	-	-
INTEREST EARNED ON F N M A #745580 5.000% 6/01/36 \$1 PV ON 167.3900 SHARES DUE 6/25/2023 MAY FNMA DUE 6/25/23	6/26/2023	31403DJZ3	167.39	-	-	-	-
INTEREST EARNED ON F N M A GTD REMIC 2.472% 2/25/41 \$1 PV ON 351.9600 SHARES DUE 6/25/2023 \$0.00485/PV ON 72,594.62 PV DUE	6/26/2023	31397QRE0	351.96	-	-	-	-
INTEREST EARNED ON F N M A #MA0022 4.500% 4/01/29 \$1 PV ON 20.9400 SHARES DUE 6/25/2023 MAY FNMA DUE 6/25/23	6/26/2023	31417YAY3	20.94	-	-	-	-
INTEREST EARNED ON F N M A #888336 5.000% 7/01/36 \$1 PV ON 283.0700 SHARES DUE 6/25/2023 MAY FNMA DUE 6/25/23	6/26/2023	31410F4V4	283.07	-	-	-	-
INTEREST EARNED ON F N M A #826080 5.000% 7/01/35 \$1 PV ON 32.5900 SHARES DUE 6/25/2023 MAY FNMA DUE 6/25/23	6/26/2023	31407BXH7	32.59	-	-	-	-
INTEREST EARNED ON F N M A #823358 3.956% 2/01/35 \$1 PV ON 50.0300 SHARES DUE 6/25/2023 MAY FNMA DUE 6/25/23	6/26/2023	31406XWT5	50.03	-	-	-	-
INTEREST EARNED ON F N M A #815971 5.000% 3/01/35 \$1 PV ON 243.3800 SHARES DUE 6/25/2023 MAY FNMA DUE 6/25/23	6/26/2023	31406PQY8	243.38	-	-	-	-
INTEREST EARNED ON F N M A #748678 5.000% 10/01/33 \$1 PV ON 2.9800 SHARES DUE 6/25/2023 MAY FNMA DUE 6/25/23	6/26/2023	31403GXF4	2.98	-	-	-	-

U.S. Bank Transaction History - June 2023

Transaction Type	Entry Date	CUSIP Id	Net Cash Amt	Price	Units	Cost	Gain Loss
INTEREST EARNED ON F N M A #257179 4.500% 4/01/28 \$1 PV ON 17.2500 SHARES DUE 6/25/2023 MAY FNMA DUE 6/25/23	6/26/2023	31371NUC7	17.25	-	-	-	-
INTEREST EARNED ON BMW VEHICLE LEASE 0.330% 12/26/24 \$1 PV ON 307.3300 SHARES DUE 6/25/2023 \$0.00027/PV ON 1,117,575.39 PV DUE	6/26/2023	09690AAC7	307.33	-	-	-	-
INTEREST EARNED ON BMW VEHICLE LEASE 5.160% 11/25/25 \$1 PV ON 3289.5000 SHARES DUE 6/25/2023 \$0.00430/PV ON 765,000.00 PV DUE	6/26/2023	05593AAC3	3,289.50	-	-	-	-
INTEREST EARNED ON BMW VEH OWNER TR 3.210% 8/25/26 \$1 PV ON 6767.7500 SHARES DUE 6/25/2023 \$0.00268/PV ON 2,530,000.00 PV DUE	6/26/2023	05602RAD3	6,767.75	-	-	-	-
INTEREST EARNED ON BMW VEHICLE LEASE 1.100% 3/25/25 \$1 PV ON 2016.4000 SHARES DUE 6/25/2023 \$0.00092/PV ON 2,199,707.16 PV DUE	6/26/2023	05601XAC3	2,016.40	-	-	-	-
INTEREST EARNED ON AMRESCO 5.52366% 6/25/29 \$1 PV ON 475.9300 SHARES DUE 6/25/2023 \$0.00460/PV ON 103,394.09 PV DUE 6/25/23	6/26/2023	03215PFN4	475.93	-	-	-	-
INTEREST EARNED ON F H L M C M T N 0.250% 6/26/23 \$1 PV ON 1250000.0000 SHARES DUE 6/26/2023	6/26/2023	3137EAES4	1,562.50	-	-	-	-
INTEREST EARNED ON MUFG BK LTD N Y BRH C P 6/26/23 \$1 PV ON 3000000.0000 SHARES DUE 6/26/2023 3,000,000 PAR VALUE AT 100 %	6/26/2023	62479MTS2	38,400.00	-	-	-	-
INTEREST EARNED ON U S TREASURY BILL 6/27/23 \$1 PV ON 5000000.0000 SHARES DUE 6/27/2023 5,000,000 PAR VALUE AT 100 %	6/27/2023	912797FQ5	80,035.76	-	-	-	-
INTEREST EARNED ON AMERICAN HONDA MTN 2.400% 6/27/24 \$1 PV ON 1219000.0000 SHARES DUE 6/27/2023	6/27/2023	02665WCZ2	14,628.00	-	-	-	-
INTEREST EARNED ON F H L B DISC NTS 6/28/23 \$1 PV ON 20000000.0000 SHARES DUE 6/28/2023 20,000,000 PAR VALUE AT 100 %	6/28/2023	313384HL6	474,312.22	-	-	-	-
BOOK VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 33384.00 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	6/28/2023	912828WU0	-	-	-	-	-
STATE COST OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 33384.00 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	6/28/2023	912828WU0	-	-	-	-	-
FED BASIS OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 33384.00 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	6/28/2023	912828WU0	-	-	-	33,384.00	-
PAR VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 33384.0000 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	6/28/2023	912828WU0	-	-	33,384.00	-	-
PAID ACCRUED INTEREST ON PURCHASE OF U S TREASURY NT 0.250% 11/15/23	6/29/2023	91282CAW1	(3.06)	-	-	-	-

U.S. Bank Transaction History - June 2023

Transaction Type	Entry Date	CUSIP Id	Net Cash Amt	Price	Units	Cost	Gain Loss
INTEREST EARNED ON U S TREASURY BILL 5000000.0000 SHARES DUE 6/29/2023 5,000,000 PAR VALUE AT 100 %	6/29/23 \$1 PV ON	912796ZR3	109,074.24	-	-	-	-
INTEREST EARNED ON U S TREASURY NT 10000000.0000 SHARES DUE 6/30/2023	0.375% 12/31/25 \$1 PV ON	91282CBC4	18,750.00	-	-	-	-
INTEREST EARNED ON U S TREASURY BD 10000000.0000 SHARES DUE 6/30/2023	1.375% 6/30/23 \$1 PV ON	912828S35	68,750.00	-	-	-	-
CASH DISBURSEMENT PAID TO ORANGE COUNTY SANITATION DISTRICT OUTGOING DOMESTIC WIRE WITHDRAWAL FROM LIQUID OPERATING			(40,000,000.00)	-	-	-	-
INTEREST EARNED ON U S TREASURY NT 20500000.0000 SHARES DUE 6/30/2023	3.250% 6/30/27 \$1 PV ON	91282CEW7	333,125.00	-	-	-	-
INTEREST EARNED ON U S TREASURY NT 15000000.0000 SHARES DUE 6/30/2023	3.875% 12/31/27 \$1 PV ON	91282CGC9	290,625.00	-	-	-	-
Total Other			(36,655,266.56)		66,040.00	66,040.00	-



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-3090

Agenda Date: 7/26/2023

Agenda Item No: 5.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

MACARTHUR FORCE MAIN IMPROVEMENTS, PROJECT NO. 7-68

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Receive and file Bid Tabulation and Recommendation for MacArthur Force Main Improvements, Project No. 7-68;
- B. Receive and file Orange County Sanitation District's Notice of Intent to Award dated June 13, 2023;
- C. Receive and file Award Protest Statement from James W. Fowler Co. dated June 13, 2023, protesting award to SRK Engineering;
- D. Receive and file the Award Protest Response letter from SRK Engineering dated June 16, 2023, responding to the award protest;
- E. Receive and file Orange County Sanitation District's determination letter dated June 26, 2023, to James W. Fowler Co. responding to award protest;
- F. Award a Construction Contract to SRK Engineering for MacArthur Force Main Improvements, Project No. 7-68, for a total amount not to exceed \$3,897,000; and
- G. Approve a contingency of \$389,700 (10%).

BACKGROUND

The Orange County Sanitation District (OC San) owns and operates a 12-inch asbestos cement force main that conveys flows from the MacArthur Pump Station and discharges into a manhole in Birch Street in the City of Newport Beach. This force main, built in the 1960s, is approximately 2,100 feet long, and is located in OC San's easement below the sidewalk on MacArthur Boulevard.

RELEVANT STANDARDS

- Achieve less than 2.1 sewer spills per 100 miles

- Comply with California Public Contract Code Section 20103.8, award construction contract to lowest responsive, responsible bidder
- Operate and maintain facilities to minimize impacts on surrounding communities including odor, noise, and lighting

PROBLEM

The existing force main is near the end of its useful life. In addition, there is only a single force main, which does not allow flexibility in redundancy during operations and maintenance. The pump station valve vault, valves, and piping are also deteriorated and at the end of their useful life.

PROPOSED SOLUTION

Award a construction contract for MacArthur Force Main Improvements, Project No. 7-68. This project will construct two new 1,860-foot long, 10-inch high-density polyethylene force mains. The project will also replace 160 feet of 18-inch vitrified clay gravity pipe and valve vault, including valves and piping. A short segment of the existing asbestos pipe will be removed to support construction of the valve vault. The remaining asbestos pipe will be abandoned in place and filled with grout.

TIMING CONCERNS

Delaying the project award will allow corrosion of the existing force main to continue, increasing the risk of the probability of failure. The City of Newport Beach has plans to reconstruct MacArthur Boulevard in late 2024, which is often followed by a street pavement moratorium, meaning the City of Newport Beach will not permit any construction for five years. This work needs to be completed ahead of any potential moratorium.

RAMIFICATIONS OF NOT TAKING ACTION

Not reconstructing the force main now will increase the risk of failure, potentially leading to a sewage spill.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San advertised MacArthur Force Main Improvements, Project No. 7-68 for bids on April 3, 2023, and four sealed bids were received on May 16, 2023. A summary of the bid opening follows:

Engineer's Estimate	\$ 4,596,000
<u>Bidder</u>	<u>Amount of Bid</u>
SRK Engineering	\$ 3,897,000
James W. Fowler Co.	\$ 4,150,000
W.A. Rasic Construction Company, Inc.	\$ 5,635,000
Charles King Company	\$ 5,664,000

The bids were evaluated in accordance with OC San's policies and procedures. A notice was sent to all bidders on June 13, 2023 informing them of the intent of OC San staff to recommend the award of the construction contract to SRK Engineering.

James W. Fowler Co. sent a formal protest of the award to OC San on June 13, 2023. SRK Engineering issued a response to OC San in defense of their bid. OC San reviewed and responded to this protest and has determined that the protest does not merit a change to the award recommendation.

Staff recommends awarding a construction contract to the lowest responsive and responsible bidder, SRK Engineering, for a total amount not to exceed \$3,897,000.

CEQA

The project is exempt from CEQA under the statutory exemption set forth in the Public Resources Code section 21080.21 and categorical exempt under the Class 1, 2, and 3 set forth in California Code of Regulations sections 15301, 15302, and 15303. A Notice of Exemption will be filed with the OC Clerk-Recorder after OC San Board of Directors approval of the MacArthur Force Main Improvements, Project No. 7-68, Construction Contract.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Years 2023-2024, Appendix A, Page 7, MacArthur Force Main Improvements, Project No. 7-68) and the budget is sufficient for the recommended action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Notice of Intent to Award - SRK Engineering, Dated June 13, 2023
- Award Protest Statement from James W. Fowler Co., Dated June 13, 2023
- Award Protest Response from SRK Engineering, Dated June 16, 2023
- Determination Letter to James W. Fowler Co., Dated June 26, 2023
- Contract Agreement

HK:tk

June 13, 2023

By Email: skirkpatrick@srkeng.com

Sherry Kirkpatrick
SRK Engineering
2615 Auto Park Way
Escondido, CA 92029

SUBJECT: Award Recommendation Notice
Project No. 7-68, MacArthur Force Main Improvements

The Orange County Sanitation District (OC SAN) completed its evaluation of the bids submitted in response to the Invitation for Bids for the subject project. The lowest responsive and responsible bidder is SRK Engineering. The Evaluation Team is recommending SRK Engineering for contract award.

The Evaluation Team's recommendation for contract award will be included as an item on OC SAN's Operations Committee agenda.

The Operations Committee Meeting is scheduled for:

Date: July 5, 2023
Time: 5:00 p.m.
Location: Orange County Sanitation District
Board Room, Administration Building
10844 Ellis Avenue, Fountain Valley, CA 92708

If approved by the Operations Committee, the award recommendation will be forwarded to OC SAN's Board of Directors for contract award.

The Board of Directors Meeting is scheduled for:

Date: July 26, 2023
Time: 6:00 p.m.
Location: Orange County Sanitation District
Board Room, Administration Building
10844 Ellis Avenue, Fountain Valley, CA 92708

The final Agenda Report will be posted not less than 72 hours prior to the Operations Committee and Board of Directors Meetings. Should you wish to determine if the item has been placed on the agenda, please contact OC SAN's Clerk of the Board at (714) 593-7433.

Roberson, Larry Digitally signed by Roberson, Larry
Date: 2023.06.13 12:29:40 -07'00'

Larry Roberson
Senior Contracts Administrator

LDR:yp

cc: M. Dorman, H. Khublall, W. Smith, N. Dubrovski, K. Lore

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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



June 13, 2023

Larry Roberson

Senior Contracts Administrator
Orange County Sanitation District
Fountain Valley, California

Re: PROJECT NO. 7-68: Award Protest Statement – Bid Protest of Low Bidder

Dear Larry Roberson,

J.W. Fowler Co. (JWF) has reviewed SRK Engineering's (SRK) bid documentation and discovered an error in their proposal as described below.

In the Technical Specifications of Project 7-68, Section 01510 Traffic Control, subsection 1.4 A.1 requires the installer, responsible for the setup and maintenance of traffic control, possesses a C31 class license as a "Construction Zone Traffic Control Contractor." SRK does not possess this class of license, according to the California Contractor's State License Board. In addition, they did not list any subcontractor for this work on form BF-2.

On Bid Form BF-2, the Bidder is to list the subcontractors of all tiers it plans to utilize on the project.

In accordance with California Public Contract Code section, 4100 et seq., the name and location of the principal place of business of each Subcontractor who will perform work or labor or render service to the CONTRACTOR in or about the construction of the Work of improvements in an amount in excess of one-half of one percent (0.5%) of the CONTRACTOR's total Bid, the Subcontractor license number, and the portion of the Work which will be done by each Subcontractor is set forth below. Also, for each Subcontractor listed below, the Subcontractor's Department of Industrial Relations (DIR) registration number and Subcontract amount is provided.

Two of the four bidders (JWF & Rasic) listed traffic control subcontractors – each for \$200,000 or more for this scope of work. As all subcontractors are to be listed over one half of one percent (0.5%), SRK would be required to list any non-self-performed work ($\$3,897,000.00 \times 0.5\%$) = \$19,485. Since the traffic control work exceeds the listing requirement, it appears SRK failed to list a traffic control subcontractor for that portion of work.

And, although a listed subcontractor, Superior Pavement Markings, carries the correct class of license, the value of their work is only for the project-required striping (for which they were listed).

For the above reasons, SRK's bid must be deemed nonresponsive, and therefore rejected. JWF complied with each of the Project bid submission requirements. As the lowest responsive and responsible bidder, JWF should be awarded the Project contract. We look forward to working with OC Sanitation District on this project.

Sincerely,



Spencer McClymont
California Regional Manager



DIR | 1000045353
License | 1017836
DBE | 42597

June 16th, 2023

To: Larry Roberson
Orange County Sanitation District
Fountain Valley, California

Re: Project No. 7-68: Award Protest Response

Dear Mr. Roberson,

SRK Engineering, Inc (SRK) is in receipt of Orange County Sanitation District's (OC SAN) Award Recommendation Notice for Project No. 7-68, MacArthur Force Main Improvements. We appreciate the Award Recommendation and we look forward to begin work on this important project. SRK is also in receipt of J.W. Fowler Co.'s (JWF) Bid Protest. SRK disagrees with JWF's protest letter as described below.

Section 01510 - Traffic Control, details submittal and performance requirements, not bidding requirements. SRK met the license bidding requirement, per the Notice of Inviting Bids, License Requirement, "... the bidder most passes the following classification of Contractor's License: "A". SRK has a valid A license.

Per email response (see attached) from the Contractor's State License Board, "*It is acceptable for A-General Engineering contractors to perform a wide range of work on overall engineering projects they have been awarded, including traffic control. ...*"

SRK will self-perform traffic control on this project. Section 01510 - Traffic Control details out submittal requirements, not bidding requirements. SRK will meet all requirements of Section 01510 Traffic Control, including license requirements, prior to submittals being turned in and work being performed on this project.

SRK respectfully requests that JWF's protest be denied and that OC SAN follow their Award Recommendation and issue the Award to SRK as the lowest responsible bidder for this project. We look forward to continuing to work with OC SAN and to a successful project.

Sincerely,

A handwritten signature in blue ink that reads "Sherry Rebueno Kirkpatrick".

Sherry Rebueno Kirkpatrick, PE
President

From: Clay, Hal@CSLB <Hal.Clay@cslb.ca.gov> on behalf of CSLB Classifications Deputy@CSLB <Classifications@cslb.ca.gov>
Sent: Wednesday, June 14, 2023 2:16:43 PM
To: Jacob Scheidel <jscheidel@srkeng.com>
Subject: RE: License #1017836 Licensing Clarification

Good afternoon,

It is acceptable for A-General Engineering contractors to perform a wide range of work on overall engineering projects they have been awarded, including traffic control. If you were to act as a subcontractor, and only perform traffic control, we would suggest you add the C31-Construction Zone Traffic Control classification to your license.

Hal Clay
Special Investigator
Licensing Classification Deputy
Contractors State License Board
916 255-6333 fax



10844 Ellis Avenue
 Fountain Valley, CA 92708
 714.962.2411
 www.ocsan.gov

June 26, 2023

Via Email: billb@jwfowler.com

John B. Fowler
 James W. Fowler Co.
 12775 Westview Drive
 Dallas, OR 97338

SUBJECT: Disposition of Protest from James W. Fowler Co.
 Project No. 7-68 – MacArthur Force Main Improvements

On June 13, 2023, the Orange County Sanitation District (OC SAN) received an Award Protest Statement (Protest) from your firm, J.W. Fowler Co. (Fowler). The Protest states that SRK Engineering (SRK) should be deemed nonresponsive because SRK does not have a C-31 license and because SRK did not list a Subcontractor to perform the traffic control work. For the reasons discussed below, Fowler’s Protest is denied.

As specified in section SP-3 of the Special Provisions, the CONTRACTOR must possess a Class “A” Contractor’s License. SRK has an active Class “A” license. It is OC SAN’s understanding that when a contractor with a Class “A” Contractor’s License performs traffic control work, which is part of the project, a C-31 specialty license is not required. The traffic control work is incidental to work permitted to be performed by a contractor with a Class “A” Contractor’s License.

The position above is supported by the attached email, dated June 14, 2023, from Hal Clay, Special Investigator at the California Contractors State License Board. In his email, Mr. Clay indicates that “[i]t is acceptable for A-General Engineering contractors to perform a wide range of work on overall engineering projects they have been awarded, including traffic control.” Mr. Clays further indicates that a C-31 license would be required if the contractor were to act as a subcontractor and only perform the traffic control work. Therefore, since SRK will be responsible for all the Work at the referenced project, SRK is not required to have a C-31 license. The Class “A” Contractor’s License is sufficient. In addition, SRK is not required to list a Subcontractor for the traffic control Work.

Based on the above, OC San has determined that SRK’s bid is responsive. Therefore, OC SAN will proceed with its recommendation to OC SAN’s Board of Directors to award the contract to SRK as the lowest, responsive, responsible bidder.

Zintzun, Ruth Digitally signed by Zintzun, Ruth
 Date: 2023.06.26 16:12:05
 -07’00’

Ruth Zintzun
 Finance & Procurement Manager

RZ:DO:yp

Enclosure

- 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

From: Clay, Hal@CSLB <Hal.Clay@cslb.ca.gov> on behalf of CSLB Classifications Deputy@CSLB <Classifications@cslb.ca.gov>
Sent: Wednesday, June 14, 2023 2:16:43 PM
To: Jacob Scheidel <jscheidel@srkeng.com>
Subject: RE: License #1017836 Licensing Clarification

Good afternoon,

It is acceptable for A-General Engineering contractors to perform a wide range of work on overall engineering projects they have been awarded, including traffic control. If you were to act as a subcontractor, and only perform traffic control, we would suggest you add the C31-Construction Zone Traffic Control classification to your license.

Hal Clay
Special Investigator
Licensing Classification Deputy
Contractors State License Board
916 255-6333 fax

PART A
CONTRACT AGREEMENT

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CONTRACT AGREEMENT

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CONTRACT AGREEMENT
ORANGE COUNTY SANITATION DISTRICT

PROJECT NO. 7-68
MACARTHUR FORCE MAIN IMPROVEMENTS

THIS AGREEMENT is made and entered into, to be effective, this July 26, 2023, by and between SRK Engineering, hereinafter referred to as “CONTRACTOR” and the Orange County Sanitation District, hereinafter referred to as “OC SAN”.

WITNESSETH

That for and in consideration of the promises and agreements hereinafter made and exchanged, OC SAN and CONTRACTOR agree as follows:

SECTION – 1 GENERAL

CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the Work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR’s investigation of all such matters and is in no way relying upon any opinions or representations of OC SAN. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents are each incorporated into this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its Subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the Work covered by this Contract.

A. Contract Documents Order of Precedence

“Contract Documents” refers to those documents identified in the definition of “Contract Documents” in the General Conditions, “Definitions”.

CONFORMED

C-CA-032023
PROJECT NO. 7-68
MACARTHUR FORCE MAIN IMPROVEMENTS

1. In the event of a conflict between one Contract Document and any of the other Contract Documents, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract Documents is as follows:
 - a. Supplemental Agreements – the last in time being the first in precedence
 - b. Addenda issued prior to the date for submittal of Bids – the last in time being the first in precedence
 - c. Contract Agreement
 - d. Permits and other regulatory requirements
 - e. Special Provisions
 - f. General Conditions (GC)
 - g. Notice Inviting Bids and Instruction to Bidders
 - h. Geotechnical Baseline Report (GBR), if attached as a Contract Document
 - i. Plans and Specifications – in these documents the order of precedence shall be:
 - i. Specifications (Divisions 01-17)
 - ii. Plans
 - iii. General Requirements (GR)
 - iv. Standard Drawings and Typical Details
 - j. CONTRACTOR's Bid
2. In the event of a conflict between terms within an individual Contract Document, the conflict shall be resolved by applying the following principles as appears applicable:
 - a. Figured dimensions on the Contract Documents shall govern. Dimensions not specified shall be as directed by the ENGINEER. Details not shown or specified shall be the same as similar parts that are shown or specified, or as directed. Full-size details shall take precedence over scale Drawings as to

shape and details of construction. Specifications shall govern as to material and workmanship.

- b. The Contract Documents calling for the higher quality material or workmanship shall prevail. Materials or Work described in words, which so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In the event of any discrepancy between any Drawings and the figures thereon, the figures shall be taken as correct.
- c. Scale Drawings, full-size details, and Specifications are intended to be fully complementary and to agree. Should any discrepancy between Contract Documents come to the CONTRACTOR's attention, or should an error occur in the efforts of others, which affect the Work, the CONTRACTOR shall notify the ENGINEER, in writing, at once. In the event any doubts or questions arise with respect to the true meaning of the Contract Documents, reference shall be made to the ENGINEER whose written decision shall be final. If the CONTRACTOR proceeds with the Work affected without written instructions from the ENGINEER, the CONTRACTOR shall be fully responsible for any resultant damage or defect.
- d. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to OC SAN's ENGINEER, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR's own risk and expense. The decision of the ENGINEER shall be final.

In all matters relating to the acceptability of material, machinery or plant equipment; classifications of material or Work; the proper execution, progress or sequence of the Work; and quantities interpretation of the Contract Documents, the decision of the ENGINEER shall be final and binding, and shall be a condition precedent to any payment under the Contract, unless otherwise ordered by the Board of Directors.

B. Definitions

Capitalized terms used in this Contract are defined in the General Conditions, "Definitions". Additional terms may be defined in the Special Provisions.

SECTION – 2 MATERIALS AND LABOR

CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by OC SAN, to construct and complete the Project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, OC SAN may settle such claims by making demand upon the Surety to this Contract. In the event of the failure or refusal of the Surety to satisfy said claims, OC SAN may settle them directly and deduct the amount of payments from the Contract Price and any amounts due to CONTRACTOR. In the event OC SAN receives a stop payment notice from any laborer or material supplier alleging non-payment by CONTRACTOR, OC SAN shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

SECTION – 3 PROJECT

The Project is described as:

PROJECT NO. 7-68

MACARTHUR FORCE MAIN IMPROVEMENTS

SECTION – 4 PLANS AND SPECIFICATIONS

The Work to be done is shown in a set of Plans and Specifications entitled:

PROJECT NO. 7-68

MACARTHUR FORCE MAIN IMPROVEMENTS

Said Plans and Specifications and any revision, amendments and addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference.

SECTION – 5 TIME OF COMMENCEMENT AND COMPLETION

CONTRACTOR agrees to commence the Project within 15 calendar days from the date set forth in the “Notice to Proceed” sent by OC SAN, unless otherwise specified therein and shall diligently prosecute the Work to completion within three hundred seventy-two (372) calendar days from the date of the “Notice to Proceed” issued by OC SAN, excluding delays caused or authorized by OC SAN as set forth in Sections 7, 8, and 9 hereof, and applicable provisions in the General Conditions. The time for completion includes ten (10) calendar days determined by OC SAN likely to be inclement weather when CONTRACTOR will be unable to work.

In addition, CONTRACTOR shall accomplish such milestones within the periods of performance set forth in Appendix A of the Special Provisions entitled “Work Completion Schedule.”

SECTION – 6 TIME IS OF THE ESSENCE

Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR’s Work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the Work covered by this Contract with that of all other contractors, subcontractors and of OC SAN, in a manner that will facilitate the efficient completion of the entire Work and accomplish the required milestone(s), if any, by the applicable deadline(s) in accordance with Section 5 herein. OC SAN shall have the right to assert complete control of the premises on

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which the Work is to be performed and shall have the right to decide the time or order in which the various portions of the Work shall be installed or the priority of the work of subcontractors, and, in general, all matters representing the timely and orderly conduct of the Work of CONTRACTOR on the premises.

SECTION – 7 EXCUSABLE DELAYS

CONTRACTOR shall only be excused for any delay in the prosecution or completion of the Project as specifically provided in General Conditions, “Extension of Time for Delay”, and the General Requirements, “By CONTRACTOR or Others – Unknown Utilities during Contract Work”. Extensions of time and extra compensation arising from such excusable delays will be determined in accordance with the General Conditions, “Extension of Time for Delay” and “Contract Price Adjustments and Payments”, and extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with General Requirements, “By CONTRACTOR or Others – Unknown Utilities during Contract Work”. OC SAN’s decision will be conclusive on all parties to this Contract.

SECTION – 8 EXTRA WORK

The Contract Price as set forth in Section 11, includes compensation for all Work performed by CONTRACTOR, unless CONTRACTOR obtains a Change Order signed by a designated representative of OC SAN specifying the exact nature of the Extra Work and the amount of extra compensation to be paid all as more particularly set forth in Section 9 hereof and the General Conditions, “Request for Change (Changes at CONTRACTOR’s Request)”, “OWNER Initiated Changes”, and “Contract Price Adjustments and Payments”.

In the event a Change Order is issued by OC SAN pursuant to the Contract Documents, OC SAN shall extend the time fixed in Section 5 for completion of the Project by the number of days, if any, reasonably required for CONTRACTOR to perform the Extra Work, as determined by OC SAN’s ENGINEER. The decision of the ENGINEER shall be final.

SECTION – 9 CHANGES IN PROJECT

OC SAN may at any time, without notice to any Surety, by Change Order, make any changes in the Work within the general scope of the Contract Document, including but not limited to changes:

1. In the Specifications (including Drawings and designs);
2. In the time, method or manner of performance of the Work;
3. In OC SAN-furnished facilities, equipment, materials, services or site; or
4. Directing acceleration in the performance of the Work.

No change of period of performance or Contract Price, or any other change in the Contract Documents, shall be binding until the Contract is modified by a fully executed Change Order.

All Change Orders shall be issued in accordance with the requirements set forth in the General Conditions, “Request for Change (Changes at CONTRACTOR’s Request)” and “OWNER Initiated Changes”.

SECTION – 10 LIQUIDATED DAMAGES FOR DELAY

Liquidated Damages shall be payable in the amounts and upon the occurrence of such events or failure to meet such requirements or deadlines as provided in the Special Provisions, “Liquidated Damages and Incentives.”

SECTION – 11 CONTRACT PRICE AND METHOD OF PAYMENT

A. OC SAN agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in approved Change Orders, the sum of Three Million Eight Hundred Ninety-Seven Thousand Dollars (\$3,897,000) as itemized on the attached Exhibit “A”.

Upon satisfaction of the conditions precedent to payment set forth in the General Requirements, Additional General Requirements, and General Conditions (including but not limited to Sections entitled “Mobilization Payment Requirements” and “Payment

Itemized Breakdown of Contract Lump Sum Prices”), there shall be paid to the CONTRACTOR an initial Net Progress Payment for mobilization. OC SAN shall issue at the commencement of the job a schedule which shows:

1. A minimum of one payment to be made to the CONTRACTOR for each successive four (4) week period as the Work progresses, and
2. The due dates for the CONTRACTOR to submit requests for payment to meet the payment schedule.

After the initial Net Progress Payment, and provided the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule, the CONTRACTOR shall be paid a Net Progress Payment on the corresponding monthly payment date set forth in the schedule.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the ENGINEER, stating that the Work for which payment is demanded has been performed in accordance with the terms of the Contract Documents, and that the amount stated in the certificate is due under the terms of the Contract. Payment applications shall also be accompanied with all documentation, records, and releases as required by the Contract; Exhibit A, Schedule of Prices; and General Conditions, “Payment for Work – General”. The Total amount of Progress Payments shall not exceed the actual value of the Work completed as certified by OC SAN’s ENGINEER. The processing of payments shall not be considered as an acceptance of any part of the Work.

- B. As used in this Section, the following defined terms shall have the following meanings:
1. **“Net Progress Payment”** means a sum equal to the Progress Payment less the Retention Amount and other qualified deductions (Liquidated Damages, stop payment notices, etc.).

2. **“Progress Payment”** means a sum equal to:
 - a. the value of the actual Work completed since the commencement of the Work as determined by OC SAN;
 - b. plus the value of material suitably stored at the worksite, treatment plant or approved storage yards subject to or under the control of OC SAN since the commencement of the Work as determined by OC SAN;
 - c. less all previous Net Progress Payments;
 - d. less all amounts of previously qualified deductions;
 - e. less all amounts previously retained as Retention Amounts.

3. **“Retention Amount”** for each Progress Payment means the percentage of each Progress Payment to be retained by OC SAN to assure satisfactory completion of the Contract. The amount to be retained from each Progress Payment shall be determined as provided in the General Conditions, “Retained Funds; Substitution of Securities.”

SECTION – 12 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION OF FUNDS

Pursuant to Public Contract Code Section 22300 et seq., the CONTRACTOR may, at its sole expense, substitute securities as provided in General Conditions, “Retained Funds; Substitution of Securities.”

SECTION – 13 COMPLETION

Final Completion and Final Acceptance shall occur at the time and in the manner specified in the General Conditions, “Final Acceptance and Final Completion”, “Final Payment”; and Exhibit A, Schedule of Prices.

Upon receipt of all documentation, records, and releases as required by the Contract from the CONTRACTOR, OC SAN shall proceed with the Final Acceptance as specified in General Conditions.

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SECTION – 14 CONTRACTOR’S EMPLOYEES COMPENSATION

A. 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.

B. General Prevailing Rate:

OC SAN 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 the same are on file in the Office of the ENGINEER of OC SAN. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this public works Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OC SAN will have on file copies of the prevailing rate of per diem wages at its principal office and at each job site, which shall be made available to any interested party upon request.

C. Forfeiture for Violation:

CONTRACTOR shall, as a penalty to OC SAN, forfeit Two Hundred Dollars (\$200.00) 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.

D. 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.

E. 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 him hereunder except as provided in paragraph (B) above. 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 OC SAN 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 calendar day and forty (40) hours in any one 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.

F. Registration; Record of Wages; Inspection:

CONTRACTOR 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 by the California Department of Industrial Relations. CONTRACTOR shall maintain accurate payroll

records 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.

CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations Section 16461(e).

SECTION – 15 SURETY BONDS

CONTRACTOR shall, before entering upon the performance of this Contract, furnish Bonds approved by OC SAN's General Counsel – one in the amount of one hundred percent (100%) of the Contract amount, to guarantee the faithful performance of the Work, and the other in the amount of one hundred percent (100%) of the Contract amount to guarantee payment of all claims for labor and materials furnished. As changes to the Contract occur via approved Change Orders, the CONTRACTOR shall assure that the amounts of the Bonds are adjusted to maintain 100% of the Contract Price. This Contract shall not become effective until such Bonds are supplied to and approved by OC SAN. Bonds must be issued by a Surety authorized by the State Insurance Commissioner to do business in California. The Performance Bond shall remain in full force and effect through the warranty period, as specified in Section 19 below. All Bonds required to be submitted relating to this Contract must comply with California Code of Civil Procedure Section 995.630. Each Bond shall be executed in the name of the Surety insurer under penalty of perjury, or the fact of execution of each Bond shall be duly acknowledged before an officer authorized to take and certify acknowledgments, and either one of the following conditions shall be satisfied:

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the Bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or

B. A copy of a valid power of attorney is attached to the Bond.

SECTION – 16 INSURANCE

CONTRACTOR shall purchase and maintain, for the duration of the Contract, insurance against claims for injuries to persons, or damages to property which may arise from or in connection with the performance of the Work hereunder, and the results of that Work by CONTRACTOR, its agents, representatives, employees, or Subcontractors, in amounts equal to the requirements set forth below. CONTRACTOR shall not commence Work under this Contract until all insurance required under this Section is obtained in a form acceptable to OC SAN, nor shall CONTRACTOR allow any Subcontractor to commence Work on a subcontract until all insurance required of the Subcontractor has been obtained. CONTRACTOR shall maintain all of the foregoing insurance coverages in force through the point at which the Work under this Contract is fully completed and accepted by OC SAN pursuant to the provisions of the General Conditions, "Final Acceptance and Final Completion". Furthermore, CONTRACTOR shall maintain all of the foregoing insurance coverages in full force and effect throughout the warranty period, commencing on the date of Final Acceptance. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of OC SAN by CONTRACTOR under Section 17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, inclusive of all changes to the Contract Documents made in accordance with the provisions of the General Conditions, "Request for Change (Changes at CONTRACTOR's Request)" and/or "OWNER Initiated Changes", the following insurance in amounts not less than the amounts specified. OC SAN reserves the right to amend the required limits of insurance commensurate with the CONTRACTOR's risk at any time during the course of the Project. No vehicles may enter OC SAN premises/worksite without possessing the required insurance coverage.

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CONTRACTOR's insurance shall also comply with all insurance requirements prescribed by agencies from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Parties"). The Special Provisions may list such requirements and sample forms and requirements from such Third Parties may be included in an attachment to the General Requirements. CONTRACTOR bears the responsibility to discover and comply with all requirements of Third Parties, including meeting specific insurance requirements, that are necessary for the complete performance of the Work. To the extent there is a conflict between the Third Parties' insurance requirements and those set forth by OC SAN herein, the requirement(s) providing the more protective coverage for both OC SAN and the Third Parties shall control and be purchased and maintained by CONTRACTOR.

If CONTRACTOR maintains higher limits than the minimums shown in this Section, OC SAN requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OC SAN, its or their officers, agents, or employees, and any other contractor or subcontractor performing Work or rendering services on behalf of OC SAN in connection with the planning, development and construction of the Project.

In all its insurance coverages (except for Professional Liability/Errors and Omissions coverages, if applicable) related to the Work, CONTRACTOR shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OC SAN, its or their officers, agents, or employees, or any other contractor or subcontractor performing Work or rendering services at the Project. Where permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its Subcontractors of every tier. A waiver of subrogation shall be effective as to any individual or entity, even if such individual or

entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

A. Limits of Insurance

1. General Liability: Three Million Dollars (\$3,000,000) per occurrence and a general aggregate limit of Six Million Dollars (\$6,000,000) for bodily injury, personal injury and property damage. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit. Coverage shall include each of the following:
 - a. Premises-Operations.
 - b. Products and Completed Operations, with limits of at least Three Million Dollars (\$3,000,000) per occurrence and a general aggregate limit of Six Million Dollars (\$6,000,000) which shall be in effect at all times during the warranty period set forth in the Warranty section herein, and as set forth in the General Conditions, "Warranty (CONTRACTOR's Guarantee)", plus any additional extension or continuation of time to said warranty period that may be required or authorized by said provisions. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit.
 - c. Broad Form Property Damage, expressly including damage arising out of explosion, collapse, or underground damage.
 - d. Contractual Liability, expressly including the indemnity provisions assumed under this Contract.
 - e. Separation of Insured Clause, providing that coverage applies separately to each insured, except with respect to the limits of liability.

- f. Independent CONTRACTOR's Liability.
- To the extent first dollar coverage, including defense of any claim, is not available to OC SAN or any other additional insured because of any SIR, deductible, or any other form of self-insurance, CONTRACTOR is obligated to assume responsibility of insurer until the deductible, SIR or other condition of insurer assuming its defense and/or indemnity has been satisfied.
- CONTRACTOR shall be responsible to pay any deductible or SIR.
- g. If a crane will be used, the general liability insurance will be endorsed to add Riggers Liability coverage or its equivalent to cover the usage of the crane and exposures with regard to the crane operators, riggers and others involved in using the crane.
- h. If divers will be used, the general liability insurance will be endorsed to cover marine liability or its equivalent to cover the usage of divers.
2. Automobile Liability: The CONTRACTOR shall maintain a policy of automobile liability insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limit of liability coverage: combined single limit of One Million Dollars (\$1,000,000) for bodily injury, personal injury, and property damage.
3. Umbrella Excess Liability: The minimum limits of general liability and automobile liability insurance required, as set forth above, shall be provided for either in a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.

4. Drone Liability Insurance: If a drone will be used, drone liability insurance must be maintained by CONTRACTOR in the amount of One Million Dollars (\$1,000,000) in a form acceptable to OC SAN.
5. Workers' Compensation/Employer's Liability: CONTRACTOR shall provide such workers' compensation insurance as required by the Labor Code of the State of California, including employer's liability with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage with regard to Jones Act claims.
6. Pollution Liability Insurance: CONTRACTOR shall purchase and maintain insurance for pollution liability covering bodily injury, property damage (including loss of use of damaged property or property that has not been physically injured or destroyed), cleanup costs, and defense costs (including costs and expenses for investigation, defense, or settlement of claims). Coverage shall carry limits of at least One Million Dollars (\$1,000,000) and shall apply to sudden and non-sudden pollution conditions (including sewage spills), both at the site or needed due to migration of pollutants from the site, resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants or pollutants.
7. If CONTRACTOR provides coverage written on a claims-made basis, OC SAN has the right to approve or reject such coverage in its own discretion. If written on a claims-made basis, the CONTRACTOR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained, or an extended discovery period will be

exercised, for a period of two years beginning from the time that the Project under this Contract is completed.

8. Errors and Omissions/Professional Liability Insurance: CONTRACTOR shall maintain in full force and effect, throughout the term of this Contract, standard industry form professional liability / errors and omissions insurance coverage with coverage limits of not less than One Million Dollars (\$1,000,000) 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 Contract, and for a period of five (5) years from the date of the completion of the Work hereunder.

In the event of termination of said policy during this period, CONTRACTOR shall obtain continuing insurance coverage for the prior acts or omissions of CONTRACTOR during the course of performing Work under the terms of this Contract. 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 Contract or until completion of the Work provided for in this Contract, 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 or omissions of CONTRACTOR during the course of performing Work under the terms of this Contract.

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

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by OC SAN. At the option of OC SAN, either: the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OC SAN, its Directors, officers, agents, consultants, and employees; or CONTRACTOR shall provide a financial guarantee satisfactory to OC SAN guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provisions

1. Each such policy of general liability insurance and automobile liability insurance shall be endorsed to contain, the following provisions:
 - a. OC SAN, its directors, officers, agents, consultants, and employees, and all public agencies from whom permits will be obtained, and their directors, officers, agents, and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of CONTRACTOR at or from any of the sites of OC SAN in connection with this Contract, or acts and omissions of the additional insured in connection with its general supervision or inspection of said operations related to this Contract.
 - b. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by OC SAN shall be excess only and not contributing with insurance provided under this policy.

2. Cancellation and Policy Change Notice.

The CONTRACTOR is required to notify OC SAN in writing of any insurance cancellation notice it receives or other knowledge of pending or actual insurance policy cancellation within two (2) working days of receipt of such notice or acquisition of such knowledge. Additionally, the CONTRACTOR is required to notify OC SAN in

writing of any change in the terms of insurance, including reduction in coverage or increase in deductible/SIR, within two (2) working days of receipt of such notice or knowledge of same.

Said notices shall be mailed to OC SAN at:

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

3. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782(b).

a. If required by a public agency from whom permit(s) will be obtained, each policy of general liability insurance and automobile liability insurance shall be endorsed to specify by name the public agency and its legislative members, officers, agents, consultants, and employees, to be additional insureds.

D. Acceptability of Insurers

Insurers must have an "A-", or better, Policyholder's Rating, and a Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide.

OC SAN recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best Rating Guide process. Nevertheless, OC SAN will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to OC SAN's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days written notice. Further, OC SAN will require CONTRACTOR to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONTRACTOR by OC SAN or its agent.

E. Verification of Coverage

CONTRACTOR shall furnish OC SAN with original certificates and mandatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by OC SAN before Work commences. OC SAN reserves the right to require complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these Specifications at any time.

F. Subcontractors

CONTRACTOR shall be responsible to establish insurance requirements for any Subcontractors hired by CONTRACTOR. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subcontractor's operations and work. OC SAN and any public agency issuing permits for the Project must be named as "Additional Insured" on any general liability or automobile liability policy obtained by a Subcontractor. The CONTRACTOR must obtain copies and maintain current versions of all Subcontractors' policies, certificate of liability and mandatory endorsements effecting coverage. Upon request, CONTRACTOR must furnish OC SAN with the above referenced required documents.

G. Required Forms and Endorsements

1. Required ACORD Form

- | | |
|-----------------------------|---|
| a. Certificate of Liability | ACORD Form 25 or other equivalent certificate of insurance form |
|-----------------------------|---|

2. Required Insurance Services Office, Inc. Endorsements (when alternative forms are shown, they are listed in order of preference)

In the event any of the following forms are cancelled by Insurance Services Office, Inc. (ISO), or are updated, the ISO replacement form or equivalent must be supplied.

- a. Commercial General Liability Form CG 00 01
 - b. Additional Insured Including Products-Completed Operations Form CG 20 10 **and** Form CG 20 37
All other additional insured endorsements must be submitted for approval by OC SAN, and OC SAN may reject alternatives that provide different or less coverage to OC SAN.
 - c. Waiver of Transfer of Rights of Recovery Against Others to Us/
Waiver of Subrogation Form CG 24 04
3. Required State Compensation Insurance Fund Endorsements
- a. Waiver of Subrogation Submit workers' compensation waiver of subrogation endorsement provided by carrier for OC SAN approval.
 - b. Cancellation Notice No endorsement is required. However, CONTRACTOR is responsible for notifying OC SAN of any pending or actual insurance policy cancellation, as described in Article C.2., Cancellation and Policy Change Notice, above.
4. Additional Required Endorsements
- a. Notice of Policy Termination Manuscript Endorsement

5. Pollution Liability Endorsements

There shall be a Separation of Insured Clause or endorsement, providing that coverage applies separately to each insured, except with respect to the limits of liability. There shall also be an endorsement or policy language containing a waiver of subrogation rights on the part of the insurer.

OC SAN, its directors, officers, agents, consultants and employees and all public agencies from whom permits will be obtained as well as their directors, officers, agents, and employees shall be included as insureds under the policy. Any

additional insured endorsement shall contain language at least as broad as the coverage language contained in ISO form CG 20 10 or alternatively in both CG 20 10 and CG 20 37 together.

SECTION – 17 RISK AND INDEMNIFICATION

All Work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR shall save, indemnify, defend, and keep OC SAN and others harmless as more specifically set forth in General Conditions, "General Indemnification".

SECTION – 18 TERMINATION

This Contract may be terminated in whole or in part in writing by OC SAN in the event of substantial failure by the CONTRACTOR to fulfill its obligations under this Agreement, or it may be terminated by OC SAN for its convenience provided that such termination is effectuated in a manner and upon such conditions set forth more particularly in General Conditions, "Termination for Default" and/or "Termination for Convenience", provided that no termination may be effected unless proper notice is provided to CONTRACTOR at the time and in the manner provided in said General Conditions. If termination for default or convenience is effected by OC SAN, an equitable adjustment in the price provided for in this Contract shall be made at the time and in the manner provided in the General Conditions, "Termination for Default" and "Termination for Convenience".

SECTION – 19 WARRANTY

The CONTRACTOR agrees to perform all Work under this Contract in accordance with the Contract Documents, including OC SAN's designs, Drawings and Specifications.

The CONTRACTOR guarantees for a period of at least one (1) year from the date of Final Acceptance of the Work, pursuant to the General Conditions, "Final Acceptance and Final Completion" that the completed Work is free from all defects due to faulty materials, equipment

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or workmanship and that it shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. OC SAN shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, OC SAN may do so and charge the CONTRACTOR the cost incurred. The CONTRACTOR's warranty shall continue as to any corrected deficiency until the later of (1) the remainder of the original one-year warranty period; or (2) one year after acceptance by OC SAN of the corrected Work. The Performance Bond and the Payment Bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR's obligations under this clause are in addition to the CONTRACTOR's other express or implied assurances under this Contract, including but not limited to specific manufacturer or other extended warranties specified in the Plans and Specifications, or state law and in no way diminish any other rights that OC SAN may have against the CONTRACTOR for faulty materials, equipment or Work.

SECTION – 20 ASSIGNMENT

No assignment by the CONTRACTOR of this Contract or any part hereof, or of funds to be received hereunder, will be recognized by OC SAN unless such assignment has had prior written approval and consent of OC SAN and the Surety.

SECTION – 21 RESOLUTION OF DISPUTES

OC SAN and the CONTRACTOR shall comply with the provisions of California Public Contract Code Section 20104 et. seq., regarding resolution of construction claims for any Claims which arise between the CONTRACTOR and OC SAN, as well as all applicable dispute and Claims provisions as set forth in the General Conditions and as otherwise required by law.

SECTION – 22 SAFETY & HEALTH

CONTRACTOR shall comply with all applicable safety and health requirements mandated by federal, state, city and/or public agency codes, permits, ordinances, regulations, and laws, as well as these Contract Documents, including but not limited to the General Requirements, Section entitled “Safety” and Exhibit B Contractor Safety Standards. OC SAN reserves the right to stop work for violations of safety and health standards until the hazardous conditions are corrected. The right to stop work includes the right to remove a contractor or its employees from the worksite.

[THIS SECTION INTENTIONALLY LEFT BLANK]

SECTION – 23 NOTICES

Any notice required or permitted under this Contract shall be served by personal delivery or by certified mail, return receipt requested, at the address set forth below. Unless specified elsewhere in the Contract Documents or otherwise required by law, any notice may alternatively be given by electronic telecommunication to the e-mail address set forth below. Any party whose address changes shall notify the other party in writing.

TO OC SAN: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018
Attn: Clerk of the Board
ocsanclerk@ocsan.gov

Copy to: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018
Attn: Construction Manager
rcuellar@ocsan.gov

Bradley R. Hogin, Esquire
Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626
bhogin@wss-law.com

TO CONTRACTOR: SRK Engineering
2615 Auto Park Way
Escondido, CA 92029
skirkpatrick@srkeng.com

Copy to: Sherry R. Kirkpatrick, President
SRK Engineering
2615 Auto Park Way
Escondido, CA 92029
skirkpatrick@srkeng.com

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as the date first hereinabove written.

CONTRACTOR: SRK Engineering
2615 Auto Park Way
Escondido, CA 92029

By _____ Date _____

Printed Name

Its _____

CONTRACTOR's State License No. 1017836A (Expiration Date – 8/31/2024)

OC SAN: Orange County Sanitation District

By _____ Date _____

Chad P. Wanke
Board Chairman

By _____ Date _____

Kelly A. Lore
Clerk of the Board

By _____ Date _____

Ruth Zintzun
Purchasing & Contracts Manager

CONFORMED

C-CA-032023
PROJECT NO. 7-68
MACARTHUR FORCE MAIN IMPROVEMENTS

EXHIBIT A
SCHEDULE OF PRICES

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SCHEDULE OF PRICES

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EXHIBIT A

SCHEDULE OF PRICES

EXA-1 BASIS OF COMPENSATION

The CONTRACTOR will be paid the Contract Price according to the Schedule of Prices, and all other applicable terms and conditions of the Contract Documents.

EXA-2 PROGRESS PAYMENTS

Progress payments will be made in accordance with all applicable terms and conditions of the Contract Documents, including, but not limited to:

1. Contract Agreement – Section 11 – “Contract Price and Method of Payment;”
2. General Conditions – “Payment – General”;
3. General Conditions – “Payment – Applications for Payment”;
4. General Conditions – “Payment – Mobilization Payment Requirements;”
5. General Conditions – “Payment – Itemized Breakdown of Contract Lump Sum Prices”;
6. General Conditions – “Contract Price Adjustments and Payments”;
7. General Conditions – “Suspension of Payments”;
8. General Conditions – “OC SAN’s Right to Withhold Certain Amounts and Make Application Thereof”; and
9. General Conditions – “Final Payment.”

EXA-3 RETENTION AND ESCROW ACCOUNTS

A. Retention:

OC SAN shall retain a percentage of each progress payment to assure satisfactory completion of the Work. The amount to be retained from each progress payment shall be determined as provided in General Conditions – “Retained Funds; Substitution of Securities”. In all contracts between CONTRACTOR and its Subcontractors and/or Suppliers, the retention may not exceed the percentage specified in the Contract Documents.

B. Substitution of Securities:

The CONTRACTOR may, at its sole expense, substitute securities as provided in General Conditions – “Retained Funds; Substitution of Securities.” Payment of Escrow Agent:

In lieu of substitution of securities as provided above, the CONTRACTOR may request and OC SAN shall make payment of retention earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities consistent with Government Code §16430 and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this article for securities deposited by the CONTRACTOR. Upon satisfactory completion of the Contract, the CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by the escrow agent from OC SAN, pursuant to the terms of this article. The CONTRACTOR shall pay to each Subcontractor, not later than twenty (20) calendar days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to ensure the performance of the Subcontractor. The escrow agreement used by the escrow agent pursuant to this article shall be substantially similar to the form set forth in §22300 of the California Public Contract Code.

C. Release of Retention:

Upon Final Acceptance of the Work, the CONTRACTOR shall submit an invoice for release of retention in accordance with the terms of the Contract.

D. Additional Deductibles:

In addition to the retentions described above, OC SAN may deduct from each progress payment any or all of the following:

1. Liquidated Damages that have occurred as of the date of the application for progress payment;
2. Deductions from previous progress payments already paid, due to OC SAN's discovery of deficiencies in the Work or non-compliance with the Specifications or any other requirement of the Contract;
3. Sums expended by OC SAN in performing any of the CONTRACTOR's obligations under the Contract that the CONTRACTOR has failed to perform, and;
4. Other sums that OC SAN is entitled to recover from the CONTRACTOR under the terms of the Contract, including without limitation insurance deductibles and assessments.

The failure of OC SAN to deduct any of the above-identified sums from a progress payment shall not constitute a waiver of OC SAN's right to such sums or to deduct them from a later progress payment.

EXA-4 STOP PAYMENT NOTICE

In addition to other amounts properly withheld under this article or under other provisions of the Contract, OC SAN shall retain from progress payments otherwise due the CONTRACTOR an amount equal to one hundred twenty-five percent (125%) of the amount claimed under any stop payment notice under Civil Code §9350 et. seq. or other lien filed against the CONTRACTOR for labor, materials, supplies, equipment, and any other thing of value claimed to have been furnished to and/or incorporated into the Work; or for any other alleged contribution thereto. In addition to the foregoing and in accordance with Civil Code §9358 OC SAN may also satisfy its duty to withhold funds for stop payment notices by refusing to release funds held in escrow pursuant to public receipt of a release of stop payment notice executed by a stop payment notice claimant, a stop payment notice release bond, an order of a court of competent jurisdiction, or other evidence satisfactory to OC SAN that the CONTRACTOR has resolved such claim by settlement.

EXA-5 PAYMENT TO SUBCONTRACTORS

Requirements

1. The CONTRACTOR shall pay all Subcontractors for and on account of Work performed by such Subcontractors, not later than seven (7) days after receipt of each progress payment as required by the California Business and Professions Code §7108.5. Such payments to Subcontractors shall be based on the measurements and estimates made pursuant to article progress payments provided herein.
2. Except as specifically provided by law, the CONTRACTOR shall pay all Subcontractors any and all retention due and owing for and on account of Work performed by such Subcontractors not later than seven (7) days after CONTRACTOR's receipt of said retention proceeds from OC SAN as required by the California Public Contract Code §7107.

EXA-6 PAYMENT OF TAXES

Unless otherwise specifically provided in this Contract, the Contract Price includes full compensation to the CONTRACTOR for all taxes. The CONTRACTOR shall pay all federal, state, and local taxes, and duties applicable to and assessable against any Work, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. The CONTRACTOR shall ascertain and pay the taxes when due. The CONTRACTOR will maintain auditable records, subject to OC SAN reviews, confirming that tax payments are current at all times.

EXA-7 FINAL PAYMENT

After Final Acceptance of the Work, as more particularly set forth in the General Conditions, "Final Acceptance and Final Completion", and after Resolution of the Board authorizing final payment and satisfaction of the requirements as more particularly set forth in General Conditions – "Final Payment", a final payment will be made as follows:

1. Prior to Final Acceptance, the CONTRACTOR shall prepare and submit an application for Final Payment to OC SAN, including:
 - a. The proposed total amount due the CONTRACTOR, segregated by items on the payment schedule, amendments, Change Orders, and other bases for payment;
 - b. Deductions for prior progress payments;
 - c. Amounts retained;
 - d. A conditional waiver and release on final payment for each Subcontractor (per Civil Code Section 8136);
 - e. A conditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8136);
 - f. List of Claims the CONTRACTOR intends to file at that time or a statement that no Claims will be filed,
 - g. List of pending unsettled claims, stating claimed amounts, and copies of any and all complaints and/or demands for arbitration received by the CONTRACTOR; and
 - h. For each and every claim that resulted in litigation or arbitration which the CONTRACTOR has settled, a conformed copy of the Request for Dismissal with prejudice or other satisfactory evidence the arbitration is resolved.
2. The application for Final Payment shall include complete and legally effective releases or waivers of liens and stop payment notices satisfactory to OC SAN, arising out of or filed in connection with the Work. Prior progress payments shall be subject to correction in OC SAN's review of the application for Final Payment. Claims filed with the application for Final Payment must be otherwise timely under the Contract and applicable law.
3. Within a reasonable time, OC SAN will review the CONTRACTOR's application for Final Payment. Any recommended changes or corrections will then be forwarded to the CONTRACTOR. Within ten (10) calendar days after receipt of recommended changes from OC SAN, the CONTRACTOR will make the changes, or list Claims that will be filed as a result of the

changes, and shall submit the revised application for Final Payment. Upon acceptance by OC SAN, the revised application for Final Payment will become the approved application for Final Payment.

4. If no Claims have been filed with the initial or any revised application for Final Payment, and no Claims remain unsettled within thirty-five (35) calendar days after Final Acceptance of the Work by OC SAN, and agreements are reached on all issues regarding the application for Final Payment, OC SAN, in exchange for an executed release, satisfactory in form and substance to OC SAN, will pay the entire sum found due on the approved application for Final Payment, including the amount, if any, allowed on settled Claims.
5. The release from the CONTRACTOR shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of OC SAN are specifically reserved, and shall release and waive all unreserved Claims against OC SAN and its officers, directors, employees and authorized representatives. The release shall be accompanied by a certification by the CONTRACTOR that:
 - a. It has resolved all Subcontractors, Suppliers and other Claims that are related to the settled Claims included in the Final Payment;
 - b. It has no reason to believe that any party has a valid claim against the CONTRACTOR or OC SAN which has not been communicated in writing by the CONTRACTOR to OC SAN as of the date of the certificate;
 - c. All warranties are in full force and effect, and;
 - d. The releases and the warranties shall survive Final Payment.
6. If any claims remain open, OC SAN may make Final Payment subject to resolution of those claims. OC SAN may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the sum of the amounts of the open claims, and one hundred twenty-five percent (125%) of the amounts of open stop payment notices referred to in article entitled stop payment notices herein.
7. The CONTRACTOR shall provide an unconditional waiver and release on final payment from each Subcontractor and Supplier providing Work under the Contract (per Civil Code Section 8138) and an unconditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8138) within thirty (30) days of receipt of Final Payment.

EXA-8 DISCOVERY OF DEFICIENCIES BEFORE AND AFTER FINAL PAYMENT

Notwithstanding OC SAN's acceptance of the application for Final Payment and irrespective of whether it is before or after Final Payment has been made, OC SAN shall not be precluded from subsequently showing that:

1. The true and correct amount payable for the Work is different from that previously accepted;
2. The previously accepted Work did not in fact conform to the Contract requirements, or;
3. A previous payment or portion thereof for Work was improperly made.

OC SAN also shall not be stopped from demanding and recovering damages from the CONTRACTOR, as appropriate, under any of the foregoing circumstances as permitted under the Contract or applicable law.

ATTACHMENT 1 – CERTIFICATION FOR REQUEST FOR PAYMENT

I hereby certify under penalty of perjury as follows:

That the claim for payment is in all respects true, correct; that the services mentioned herein were actually rendered and/or supplies delivered to OC SAN in accordance with the Contract.

I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to OC SAN a false claim for payment or approval.

A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other remedies which OC SAN may have either under contract or law.

I hereby further certify, to the best of my knowledge and belief, that:

1. The amounts requested are only for performance in accordance with the Specifications, terms, and conditions of the Contract;
2. Payments to Subcontractors and Suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification;
3. This request for progress payments does not include any amounts which the prime CONTRACTOR intends to withhold or retain from a Subcontractor or Supplier in accordance with the terms and conditions of the subcontract; and
4. This certification is not to be construed as Final Acceptance of a Subcontractor's performance.

Name

Title

Date

CONFORMED

C-EXA-062221
PROJECT NO. 7-68
MACARTHUR FORCE MAIN IMPROVEMENTS

ATTACHMENT 2 – SCHEDULE OF PRICES

See next pages from the Bid Submittal Forms (SRK Engineering)

BF-14 Schedule of Prices, Pages 1-2

BF-14 SCHEDULE OF PRICES

INSTRUCTIONS

A. General

For Unit Prices, it is understood that the following quantities are approximate only and are solely for the purpose of estimating the comparison of Bids, and that the actual value of Work will be computed based upon the actual quantities in the completed Work, whether they be more or less than those shown. CONTRACTOR's compensation for the Work under the Contract Documents will be computed based upon the lump sum amount of the Contract at time of award, plus any additional or deleted costs approved by OC SAN via approved Change Orders, pursuant to the Contract Documents.

Bidder shall separately price and accurately reflect costs associated with each line item, leaving no blanks. Any and all modifications to the Bid must be initialed by an authorized representative of the Bidder in accordance with the Instructions to Bidders, Preparation of Bid.

Bidders are reminded of Instruction to Bidders, Discrepancy in Bid Items, which, in summary, provides that the total price for each item shall be based on the Unit Price listed for each item multiplied by the quantity; and the correct Total Price for each item shall be totaled to determine the Total Amount of Bid.

All applicable costs including overhead and profit shall be reflected in the respective unit costs and the TOTAL AMOUNT OF BID. The Bid price shall include all costs to complete the Work, including profit, overhead, etc., unless otherwise specified in the Contract Documents. All applicable sales taxes, state and/or federal, and any other special taxes, patent rights or royalties shall be included in the prices quoted in this Bid.

B. Basis of Award

AWARD OF THE CONTRACT WILL BE MADE ON THE BASIS OF THE LOWEST RESPONSIVE AND RESPONSIBLE BID.

Note 1: Base Bid. Includes all costs necessary to furnish all labor, materials, equipment, and services for the construction of the Project per the Contract Documents.

SCHEDULE OF PRICES

BASE BID ITEMS (Refer to Note 1 in the Instructions):

Item No.	Description	Unit of Measurement	Approx Qty	Unit Price	Extended Price
1.	Mobilization as described in Specifications Section 01155, Measurement and Payment and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	1	=	\$170,000
2.	Sheeting, Shoring and Bracing as described in Specifications Sections 01155, Measurement and Payment and 02210, Excavation Support and Protection and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	1	=	\$ 150,000
3.	All Other Portions of the Work, Except the Work of Item Nos. 1 through 2 and Item Nos. 4 through 5 as described in Specifications Section 01155, Measurement and Payment and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	1	=	\$ 3,397,000
4.	Cities of Irvine and Newport Beach Permit and Inspection Fees as described in Specifications Section 01150, Measurement and Payment and in conformance with the Contract Documents for an allowance of...	Allowance	1	=	\$100,000
5.	Demobilization as described in Specifications Section 01155, Measurement and Payment and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	1	=	\$80,000

TOTAL AMOUNT OF BID (BASIS OF AWARD) \$ 3,897,000



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-3091

Agenda Date: 7/26/2023

Agenda Item No: 6.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

MACARTHUR FORCE MAIN IMPROVEMENTS, PROJECT NO. 7-68

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a Professional Construction Services Agreement with Michael Baker International, Inc. to provide construction support services for MacArthur Force Main Improvements, Project No. 7-68, for a total amount not to exceed \$272,002; and
- B. Approve a contingency of \$27,200 (10%).

BACKGROUND

Michael Baker International, Inc. was selected as part of a competitive, qualifications-based solicitation process to design MacArthur Force Main Improvements, Project No. 7-68. At the time of the solicitation, the Orange County Sanitation District (OC San) documented its intent to award a subsequent agreement to the design consultant for the continuation of engineering services during construction.

OC San owns and operates a 12-inch asbestos cement force main that conveys flows from the MacArthur Pump Station and discharges into a manhole in Birch Street in the City of Newport Beach. This force main, built in the 1960s, is approximately 2,100 feet long, and is located in an OC San easement below the sidewalk on MacArthur Boulevard.

RELEVANT STANDARDS

- Comply with California Government Code Section 4256 to engage the best qualified firm “on the basis of demonstrated competence and qualifications” and “negotiate fair and reasonable fees”
- Ensure the public’s money is wisely spent

PROBLEM

This project requires the design consultant to provide as-needed services during construction including submittal review, responding to the contractor’s requests for information, reviewing

construction change orders, participating in meetings, attending site visits, and preparing record drawings.

PROPOSED SOLUTION

Approve a Professional Construction Services Agreement with the design consultant, Michael Baker International, Inc., to provide engineering support services during construction.

TIMING CONCERNS

Engineering support services will be required at the start of construction. Construction is anticipated to start in August 2023.

RAMIFICATIONS OF NOT TAKING ACTION

The engineering support services needed to facilitate and review construction activities would not be available by the Engineer of Record, which may negatively impact the contract execution.

PRIOR COMMITTEE/BOARD ACTIONS

May 2021 - Approved a Professional Design Services Agreement with Michael Baker International, Inc. to provide engineering services for MacArthur Force Main Improvements, Project No. 7-68, for an amount not to exceed \$500,000; and approved a contingency of \$50,000 (10%).

ADDITIONAL INFORMATION

Michael Baker International, Inc. has successfully furnished engineering services for the design of this project, and their support services during construction will provide continuity through the completion of the project.

Staff negotiated with Michael Baker International, Inc. for these support services in accordance with OC San's adopted policies and procedures. A review of the proposed price was conducted using estimated quantities of requests for information, submittals, meetings, site visits, change order review, and design revisions, as well as the level of effort for preparing record drawings. Based on this review, staff determined the negotiated fee to be fair and reasonable for these services. Staff is requesting a 10% contingency in case unanticipated professional services are needed during construction.

CEQA

The project is exempt from CEQA under the statutory exemption set forth in the Public Resources Code section 21080.21 and categorical exempt under the Class 1, 2, and 3 set forth in California Code of Regulations sections 15301, 15302, and 15303. A Notice of Exemption will be filed with the OC Clerk-Recorder after OC San Board of Directors approval of the MacArthur Force Main Improvements, Project No. 7-68, Construction Contract.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Years 2023-2024, Appendix A, Page 7, MacArthur Force Main Improvements, Project No. 7-68) and the budget is sufficient for the recommended action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Professional Construction Services Agreement

HK:tk

PROFESSIONAL CONSTRUCTION SERVICES AGREEMENT

This PROFESSIONAL CONSTRUCTION SERVICES AGREEMENT, (hereinafter referred to as "Agreement"), is made and entered into to be effective the 26th day of July, 2023 by and between the ORANGE COUNTY SANITATION DISTRICT, (hereinafter referred to as "OC SAN"), and MICHAEL BAKER INTERNATIONAL, INC., (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, OC SAN desires to engage CONSULTANT to provide construction support services for **MacArthur Force Main Improvements, Project No. 7-68** (Construction Support Services); and

WHEREAS, CONSULTANT is qualified to provide the necessary services for the Construction Support Services in connection with these requirements; and

WHEREAS, OC SAN has adopted procedures in accordance with OC SAN's Ordinance No. OC SAN-56, Section 4.03(B), for the continuation of services and has proceeded in accordance with said procedures to perform the Construction Support Services; and

WHEREAS, at its regular meeting on July 26, 2023 the Board of Directors, by Minute Order, accepted the recommendation of the Operations Committee pursuant to OC SAN's Ordinance No. OC SAN-56 to approve this Agreement.

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

1. SCOPE OF WORK

The CONSULTANT agrees to furnish necessary professional and technical services to accomplish those project elements outlined in the Scope of Work (SOW) 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 (Subconsultants). Where approval by OC SAN is indicated, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all 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. The 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.

- C. In the event that work is not performed to the satisfaction of OC SAN 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 OC SAN Project Engineer/Project Manager. OC SAN may charge to the CONSULTANT all costs, expenses and damages associated with any such corrections or revisions.
- D. All CADD drawings, figures, and other work shall be produced by the CONSULTANT and Subconsultants using OC SAN standard software. Conversion of CADD work from any other non-standard CADD format to OC SAN format shall not be acceptable in lieu of this requirement.

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

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

2. COMPENSATION

Total compensation shall be paid to the CONSULTANT for the Construction Support Services in accordance with the following provisions:

A. Total Compensation

Total compensation shall be in an amount not to exceed Two Hundred Seventy-Two Thousand Two Dollars (\$272,002.00). Total compensation to the 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 the CONSULTANT, OC SAN shall pay to the CONSULTANT a sum equal to the burdened salaries (salaries plus benefits) actually paid by the CONSULTANT charged on an hourly-rate basis to this project and paid to the personnel of the CONSULTANT. Upon request of OC SAN, the CONSULTANT shall provide OC SAN with certified payroll records of all employees' work that is charged to this project.

C. Overhead

As a portion of the total compensation to be paid to the CONSULTANT, OC SAN shall compensate the 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 the 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 the CONSULTANT and Subconsultants, OC SAN shall pay Profit for all services rendered by the 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), the 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, the CONSULTANT may pay to Subconsultant total compensation on an hourly-rate basis per Attachment "K" – Minor Subconsultant Hourly Rate Schedule and as specified in the SOW. OC SAN shall pay to the CONSULTANT the actual costs of Subconsultant fees and charges in an amount not to exceed the sum set forth in Attachment "E" - Fee Proposal.

F. Direct Costs

OC SAN shall pay to the CONSULTANT and Subconsultants the actual costs of permits and associated fees, travel and licenses for an amount not to exceed the sum set forth in Attachment "E" - Fee Proposal. OC SAN shall also pay to the CONSULTANT actual costs for equipment rentals, leases or purchases with prior approval of OC SAN. Upon request, the CONSULTANT shall provide to OC SAN receipts and other documentary records to support the 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 the CONSULTANT due to modifications to the SOW resulting from field investigations and field work required by the Agreement. These items may include special equipment, test equipment and tooling and other materials and services not previously identified. Refer to Attachment "D" - Allowable Direct Costs for payment information.

H. Reimbursable Direct Costs

OC SAN will reimburse the CONSULTANT for reasonable travel and business expenses as described in this section and further described in Attachment "D" - Allowable Direct Costs to this Agreement. The reimbursement of the above-mentioned expenses will be based on an "accountable plan" as considered by the U.S. Internal Revenue Service (IRS). The plan includes a combination of reimbursements based upon receipts and a "per diem" component approved by the IRS. The most recent schedule of the per diem rates utilized by OC SAN can be found on the U.S. General Services 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. OC SAN shall apply the most economic and practical method of reimbursement which may include reimbursements based upon receipts and/or "per diem" as deemed the most practical.

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

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

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

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

Travel Meals – Per-diem rates as approved by the 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.

I. Limitation of Costs

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

3. REALLOCATION OF TOTAL COMPENSATION

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

4. PAYMENT

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

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

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

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

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

- C. The CONSULTANT may submit periodic payment requests for each 30-day period of this Agreement for the profit as set forth in Section 2 - COMPENSATION. Said profit payment request shall be proportionate to the work actually accomplished to date on a per task basis. In the event OC SAN's Director of Engineering determines that no satisfactory progress has been made since the prior payment, or in the event of a delay in the work progress for any reason, OC SAN shall have the right to withhold any scheduled proportionate profit payment.
- D. Upon satisfactory completion by the CONSULTANT of the work called for under the terms of this Agreement, and upon acceptance of such work by OC SAN, the 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, the CONSULTANT shall execute and deliver to OC SAN a release of all claims against OC SAN arising under or by virtue of this Agreement other than such claims, if any, as may be specifically exempted by the CONSULTANT from the operation of the release in stated amounts to be set forth therein.
- F. Pursuant to the California False Claims Act (Government Code Sections 12650-12655), any CONSULTANT that knowingly submits a false claim to OC SAN for compensation under the terms of this Agreement may be held liable for treble damages and up to a ten thousand dollars (\$10,000) civil penalty for each false claim submitted. This section shall also be binding on all Subconsultants.

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

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

- A. To the extent the 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, the CONSULTANT and Subconsultants shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
- B. The CONSULTANT and Subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a) (3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- C. Pursuant to Labor Code Section 1776, the CONSULTANT and Subconsultants shall furnish a copy of all certified payroll records to OC SAN and/or general public upon request, provided the public request is made through OC SAN, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the DIR.
- 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 Construction Support 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 SOW or Construction Support Services, shall be the property of OC SAN. OC SAN's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. OC SAN ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed prior to that payment. This section shall apply whether the CONSULTANT's Construction Support 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. The 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 the CONSULTANT, provided that the service rendered by the CONSULTANT was not a proximate cause of the damage.

7. INSURANCE

A. General

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

B. General Liability

The CONSULTANT shall maintain during the life of this Agreement, including the period of warranty, commercial general liability insurance written on an occurrence basis providing the following minimum limits of liability coverage of one million dollars (\$1,000,000) per occurrence with two million dollars (\$2,000,000) aggregate. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or 25 04), then the aggregate limit may be equivalent to the per occurrence limit. Said insurance shall include coverage for the following hazards: premises-operations, blanket contractual liability (for this Agreement), products liability/completed operations (including any product manufactured or assembled), broad form property damage, blanket contractual liability, independent contractors liability, personal and advertising injury, mobile equipment, owners and contractors protective liability, and cross liability and severability of interest clauses. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement(s). If requested by OC SAN and applicable, XCU coverage (Explosion, Collapse and Underground) and Riggers/On Hook Liability must be included in the general liability policy and coverage must be reflected on the submitted certificate of insurance.

C. Umbrella Excess Liability

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

D. Automobile/Vehicle Liability Insurance

The CONSULTANT shall maintain a policy of automobile liability insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limit of liability coverage: combined single limit of five hundred thousand dollars (\$500,000). A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Drone Liability Insurance

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

F. Workers' Compensation Insurance

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

G. Errors and Omissions/Professional Liability

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

In the event of termination of said policy during this period, the CONSULTANT shall obtain continuing insurance coverage for the prior acts or omissions of the 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 the CONSULTANT during the course of performing services under the term of this Agreement.

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

H. Proof of Coverage

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

- Certificate of Insurance ACORD Form or other equivalent certificate of insurance form

- Additional Insurance The combination of (ISO Forms)
 (General Liability) CG 20 10 and CG 20 37

- All other additional insured endorsements must be submitted for approval by OC SAN, and OC SAN may reject alternatives that provide different or less coverage to OC SAN.

- Additional Insured Submit endorsement provided by carrier for
 (Automobile Liability) OC SAN approval.

- Waiver of Subrogation Submit workers' compensation waiver of subrogation endorsement provided by carrier for OC SAN approval.

- Cancellation Notice No endorsement is required. However, the CONSULTANT is responsible for notifying OC SAN of any pending or actual insurance policy cancellation, as described in Article I. Cancellation and Policy Change Notice, below.

I. Cancellation and Policy Change Notice

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

Said notices shall be mailed to OC SAN at:

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

J. Primary Insurance

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

K. Separation of Insured

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

L. Non-Limiting (if applicable)

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

M. Deductibles and Self-Insured Retentions

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

N. Defense Costs

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

O. Subconsultants

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

P. Limits Are Minimums

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

8. SCOPE CHANGES

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

9. PROJECT TEAM AND SUBCONSULTANTS

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

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

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. OC SAN retains the reasonable right to access, review, examine, and audit, any and all books, records, documents and any other evidence of procedures and practices that OC SAN determines are necessary to discover and verify that the CONSULTANT is in compliance with all requirements under this Agreement. The CONSULTANT shall include OC SAN's right as described above, in any and all of their subcontracts, and shall ensure that these rights are binding upon all Subconsultants.
- B. OC SAN retains the right to examine the CONSULTANT's books, records, documents and any other evidence of procedures and practices that OC SAN determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred or to ensure the CONSULTANT's compliance with all requirements under this Agreement during the term of this Agreement and for a period of three years after its termination.
- C. The CONSULTANT shall maintain complete and accurate records in accordance with generally accepted industry standard practices and OC SAN's policy. The CONSULTANT shall make available to OC SAN for review and audit, all project related accounting records and documents, and any other financial data within 15 days after receipt of notice from OC SAN. Upon OC SAN's request, the CONSULTANT shall submit exact duplicates of originals of all requested records to OC SAN. If an audit is performed, the CONSULTANT shall ensure that a qualified employee of the CONSULTANT will be available to assist OC SAN's auditor in obtaining all project related accounting records and documents, and any other financial data.

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 the CONSULTANT an employee of OC SAN.

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 OC SAN at:

ORANGE COUNTY SANITATION DISTRICT
10844 Ellis Avenue
Fountain Valley, CA 92708
Attention: Larry Roberson, Senior Contracts Administrator
Copy: Hardat Khublall, Project Manager

Notices shall be mailed to CONSULTANT at:

MICHAEL BAKER INTERNATIONAL, INC.
5 Hutton Center Drive, Suite 500
Santa Ana, CA 92707
Attention: David Mercier, Vice President, Water Practice Executive
Copy: John Nagle, Project Manager

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

14. TERMINATION

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

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

Notice of termination shall be mailed to OC SAN and/or the 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 OC SAN upon the termination or completion of the work. The CONSULTANT agrees to furnish to OC SAN 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 OC SAN.

16. COMPLIANCE

A. Labor

The 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

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

C. Iran Contracting Act

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

17. AGREEMENT EXECUTION AUTHORIZATION

Both OC SAN and the 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 SOW, 4) concerns and possible delays, 5) percentage of completion, and 6) budget status.

21. WARRANTY

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

22. INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT shall indemnify, protect and hold harmless OC SAN and all of OC SAN's officers, directors, employees, consultants, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines,

penalties, costs and expenses including without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional, expert or consultants fees and costs and OC SAN'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 the CONSULTANT in carrying out its obligations under this Agreement to the extent of the negligent, recklessness and/or willful misconduct of the CONSULTANT, its principals, officers, agents, employees, the CONSULTANT's suppliers, consultants, Subconsultants, subcontractors, and/or anyone employed directly or indirectly by any of them. Notwithstanding the foregoing, nothing herein shall be construed to require the 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 the 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 the 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.

The CONSULTANT's liability for indemnification hereunder is in addition to any liability the CONSULTANT may have to OC SAN for a breach by the 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 the 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 the 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 the CONSULTANT. Payment to the CONSULTANT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. In the event a final judgment, arbitration, award, order, settlement, or other final resolution expressly determines that the Claim did not arise out of, pertain to, or

relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, to any extent, then OC SAN will reimburse the CONSULTANT for any defense costs paid by CONSULTANT to the Indemnified Parties against such claims.

The 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 OC SAN. A copy of the evaluation shall be sent to the CONSULTANT for comment. The evaluation, together with the comments, shall be retained by OC SAN and may be considered in future CONSULTANT selection processes.

25. COMPLIANCE WITH OC SAN POLICIES AND PROCEDURES

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

26. FORCE MAJEURE

CONSULTANT shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of OC SAN or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of CONSULTANT. The compensation due CONSULTANT and the schedule governing the timing for CONSULTANT's performance shall be equitably increased and extended, respectively, to address any such impacts to CONSULTANT's performance, upon approval of OC SAN.

27. LIMITATION OF LIABILITY

CONSULTANT's liability to OC SAN under this Agreement shall be limited to the proceeds of insurance carried by CONSULTANT under this Agreement, but only to the extent CONSULTANT actually purchases and maintains the insurance required under this Agreement.

28. COST ESTIMATE

CONSULTANT's opinion of probable construction costs provided for herein are to be made on the basis of professional experience and qualifications and represent CONSULTANT's reasonable judgment as an experienced and qualified professional generally familiar with the construction industry. However, since CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over any contractor's methods of determining prices, or over competitive bidding or

market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual cost of construction will not vary from opinions of probable construction costs prepared by CONSULTANT. If OC SAN wishes greater assurance as to probable construction cost, OC SAN may employ an independent cost estimator.

29. CLOSEOUT

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

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

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

The 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 OC SAN.

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

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

30. ENTIRE AGREEMENT

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

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

CONSULTANT: MICHAEL BAKER INTERNATIONAL, INC.

By _____
Date _____

Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By _____
Chad P. Wanke Date
Board Chairman

By _____
Kelly A. Lore Date
Clerk of the Board

By _____
Ruth Zintzun Date
Purchasing & Contracts Manager

- Attachments: Attachment "A" – Scope of Work
Attachment "B" – Not Used
Attachment "C" – Not Used
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 Used
Attachment "K" – Minor Subconsultant Hourly Rate Schedule
Attachment "L" – Contractor Safety Standards
Attachment "M" – Iran Contracting Act Verification

LDR:ms

ATTACHMENT “A”

SCOPE OF WORK

**MacArthur Force Main Improvements
Project No. 7-68**

**PROFESSIONAL CONSTRUCTION SERVICES AGREEMENT
REQUEST FOR PROPOSAL**

ATTACHMENT “A” - SCOPE OF WORK

Final Negotiated Scope of Work

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1. SUMMARY

Provide construction engineering support services for the construction and installation, and closeout phases for the MacArthur Force Main Improvements, Project No. 7-68.

2. PROJECT SCHEDULE

The schedule for the services specified in this Scope of Work (SOW) shall be provided per the construction contract schedule, and the following schedule constraints:

Task(s)	Period of Performance
Provide Construction and Installation Services	8/03/2023 to 8/09/2024
Submittals	As described under Task 4.4 titled "Submittal Reviews" Critical submittals, necessary for permitting or required to break ground, shall take priority.
Requests for Information	As described under Task 4.5 titled "Request for Information (RFI)"
Record Drawings	Draft Record Drawings shall be submitted to OC SAN within 30 calendar days of receipt from OC SAN of the approved Contractor's As-Built Drawings. The final Record Drawings shall be submitted within 15 calendar days of receipt of OC SAN comments on the Draft Record Drawings.
TOTAL SCHEDULED TIME	Approximately 14 months

3. PROJECT IMPLEMENTATION

All Orange County Sanitation District (OC SAN) projects are divided into six phases. The CONSULTANT shall provide construction engineering support services for Phase 4 – Construction and Installation Services, and Phase 6 – Closeout.

Phase 1 – Project Development – *Completed*

Phase 2 – Preliminary Design – *Completed*

Phase 3 – Final Design – *Completed*

Phase 4 – Construction and Installation Services

Phase 5 – Not Used

Phase 6 – Closeout

PHASE 4 – CONSTRUCTION AND INSTALLATION SERVICES

OC SAN will administer and provide field inspection for the construction contract. Construction engineering support services shall be provided by the CONSULTANT as requested by OC SAN.

The CONSULTANT shall provide the key management personnel as described in its proposal on this project. The CONSULTANT shall not reassign the key project personnel without prior approval of OC SAN. OC SAN may request the reassignment of any of the CONSULTANT's or its subconsultant's personnel, based on poor performance.

For all services, the CONSULTANT shall refer to the Engineering Design Guidelines (EDG), Chapter 01 for detailed requirements.

Quality Assurance/Quality Control (QA/QC): The CONSULTANT shall administer a program of QA/QC procedures for producing quality work and shall effectively manage and control the work. Specific procedures shall include but not be limited to planning, coordination, tracking, checking, reviewing, and scheduling the work. The CONSULTANT shall subject all work products prepared by the CONSULTANT to the CONSULTANT's in-house QA/QC procedures prior to submittal to OC SAN. QA/QC hours and costs shall be incorporated into other tasks within this SOW.

Task 4.1 – Project Management

The CONSULTANT shall be responsible for detailed management of the project, including managing its subconsultants, and shall keep OC SAN apprised of the status of the project.

The CONSULTANT shall conduct monthly project management meetings with OC SAN's Project Manager by conference call. These meetings shall be attended by OC SAN's Project Manager and the CONSULTANT's Project Manager at a mutually agreeable time, generally around the second week of the month. The purpose of the meetings shall be to review the CONSULTANT Project Manager's progress report, status of the project scope, budget, and any issues which may affect the completion of the project. Meetings should be arranged so that the progress report can be submitted shortly prior to or at each meeting.

Invoices: The CONSULTANT shall prepare and submit monthly invoices to OC SAN. The invoices shall document the labor hours and billing rate for each person that works on the project for each task in the work breakdown structure (WBS). Overhead, profit, and any direct costs shall also be shown for each task. As part of the summary section of the invoice, the CONSULTANT shall also include the following information:

- Budget
- Current billing period invoicing
- Previous billing period "total invoiced to date"
- Budget amount remaining
- Current billing period "total percent invoice to date"
- Current billing period "total percent completed to date"

Progress Reports: The monthly progress report shall be submitted with the project invoice as part of the monthly request for payment. The monthly progress report shall include the following:

- Work completed in the billing period
- Work anticipated for the upcoming month
- Outstanding project issues
- Status and issues impacting project scope and budget
- Log documenting work completed on past requests for information (RFIs), submittal reviews, and change order preparation
- Percent complete, tabulated on a per-task basis
- Cost to complete, tabulated on a per-task basis
- Overall project budget, tabulated on a per-task basis
- Travel and site visit summary
- Risks along with a log
- Out of scope items log

The CONSULTANT shall also provide the percent budget spent for each of OC SAN's WBS cost codes (i.e., by work package and phase). OC SAN shall provide a list of cost codes by phase to the CONSULTANT.

OC SAN will provide a sample invoice structure to the CONSULTANT after the issuance of the Notice to Proceed (NTP) for this SOW.

4.1.1 – PMWeb Procedures

This Professional Construction Services Agreement (Agreement) shall utilize PMWeb as the Project Control Management System (PCMS) for the overall management of the Agreement. All PCMS-related documents requiring formal signatures shall be digital, and all copies digitally distributed. The PCMS conforms to the requirements set forth in California Government Code section 16.5 regarding digital signatures; therefore, digital signatures are in full force and effect and are legally the same as a hand-written signature. At least one PCMS account shall have the authority to approve amendments.

OC SAN shall maintain the PCMS and serve as the administrator for the duration of this Agreement. OC SAN will provide the CONSULTANT with user access for approved personnel as needed for the duration of the Agreement. OC SAN shall control access to the PCMS by assigning user profiles and login credentials. The CONSULTANT shall notify OC SAN of any changes to personnel. Access modifications shall be coordinated as needed throughout the Agreement. Do not share PCMS account passwords with anyone inside or outside of the company.

Routine maintenance of the PCMS system may be required during the Agreement. Access to the PCMS system may be restricted or unavailable at these times and will be scheduled outside of typical working hours whenever possible.

The PCMS is a web-based environment and is therefore subject to the inherent speed and connectivity problems of the Internet. The CONSULTANT is responsible for its own connectivity to the Internet. PCMS response time is dependent on the CONSULTANT's equipment, including processor speed, Internet access speed, Internet traffic, etc.

OC SAN will not be liable for any delays associated with the utilization of the PCMS including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information.

OC SAN will provide a one-time virtual training session using MS Teams of up to two hours to train the CONSULTANT's designated staff on general system requirements, procedures, and methods.

Automated system notifications generated by PCMS (e.g., in-system notices, system-generated email, or email with attachment) shall constitute a formal written notification in compliance with the Agreement.

Task 4.2 – Workshops and Project Meetings

4.2.1 - Construction Hand-Off Workshop

The CONSULTANT shall participate in a one-hour virtual Construction Hand-Off Workshop using MS Teams. The purpose of the workshop is for the CONSULTANT and OC SAN design teams to transfer project-specific knowledge to OC SAN construction management and inspection staff that will be managing and monitoring construction. Topics that might be covered in this meeting include the following:

- Overview of the objective of the project
- Review of project elements
- Review of sequencing constraints
- Key issues to be addressed during construction
- Identification of risks and discussions of contingency plans

The workshop will be led by the CONSULTANT.

4.2.2 - PMWeb Procedures Meeting and Submittal Review Procedures Meeting

The CONSULTANT shall participate in a one-hour virtual PMWeb procedure meeting and submittal procedure meeting using MS Teams. The purpose of this meeting is to review the roles and logistics for the review and acceptance of construction contract documents and Contractor submittals. The CONSULTANT's Project Manager and Project Engineer shall attend.

The project will utilize PMWeb for submittal reviews, project communication, tracking, and management. When required by OC SAN, paper documents shall also be provided. In the event of a discrepancy between the electronic version and paper documents, the electronic documents within PCMS shall govern.

4.2.3 - Preconstruction Team Conference

The CONSULTANT shall participate in a two-hour virtual Preconstruction Conference using MS Teams attended by OC SAN staff, the CONSULTANT, the Contractor, subcontractors, public agencies, and vendors. This meeting shall be scheduled and presided over by OC SAN. In this meeting, OC SAN will describe the CONSULTANT's role in the project as the Design Engineer and the services the CONSULTANT will provide during construction. The CONSULTANT's Project Manager and Project Engineer shall attend. OC SAN will prepare meeting minutes and the CONSULTANT shall review and comment on the minutes. No deliverable is required to be prepared by the CONSULTANT.

4.2.4 - Weekly Construction Progress Meetings

The CONSULTANT shall participate by telephone, or via MS Teams, in the weekly construction progress meetings as requested by OC SAN (one hour). The CONSULTANT's Traffic Engineer and other CONSULTANT staff will also be required to attend, as needed. The SOW includes time for meeting preparation, travel time, follow-up, and review of meeting minutes. Progress meeting minutes will be prepared by OC SAN. No deliverable is required to be prepared by the CONSULTANT. Time for CONSULTANT's Traffic Engineer is included under Task 4.8, and time for other CONSULTANT staff is included under Task 4.5.2.

The CONSULTANT shall be available by phone, or via MS Teams, for an internal one-hour weekly construction progress meeting.

See Section V – Quantitative Assumptions in this SOW for the number of hours to be allocated for weekly construction progress meetings.

Task 4.3 – Site Visits and As-Built Reviews

Site Visits: The CONSULTANT shall make field visits to assist in field problem resolution and design clarification/verification to help resolve construction issues as they arise and as requested by OC SAN. The CONSULTANT's Traffic Engineer shall make field visits to inspect the traffic control setup when requested by OC SAN. The CONSULTANT shall report the nature of the field site visits, the problem resolved, and identify staff requesting the site visit in the CONSULTANT's monthly project report. Time for CONSULTANT's Traffic Engineer is included under Task 4.8.

See Section V – Quantitative Assumptions in this SOW for the effort to be allocated for site visits.

As-Built Review: The CONSULTANT shall review the Contractor's As-Built Drawings at 50 percent of project completion to verify the Contractor has included all relevant information from approved change orders and RFIs. The CONSULTANT shall prepare a report for each of these reviews and submit it to OC SAN. Deliverables shall be as described under Task 6.1.

Task 4.4 – Submittal Reviews

OC SAN will receive all submittals from the Contractor through PMWeb. OC SAN will send selected shop drawings and submittals for the CONSULTANT's review through PMWeb. The CONSULTANT shall review the shop drawings and submittals for conformance with the requirements of the contract documents within PMWeb and within 10calendar days after receipt of the submittal(s). The CONSULTANT shall return comments to OC SAN allowing sufficient time for OC SAN to incorporate all comments into a combined review comment set that OC SAN will return to the Contractor. The CONSULTANT shall accommodate occasional expedited reviews for time-sensitive submittals. Submittals shall include but not be limited to shop drawings, vendor tests, certifications, and test reports. All submittals will be made available electronically (PDF) through PMWeb.

See Section V – Quantitative Assumptions in this SOW for the effort to be allocated for submittals.

Task 4.5 – Request for Information (RFI)

The CONSULTANT shall respond to RFIs generated by the Contractor or OC SAN through PMWeb. The CONSULTANT's responses to OC SAN shall be as soon as possible or within five calendar days of receipt of the RFI, clarifying the requirements of the contract documents. The CONSULTANT shall generate necessary sketches, figures, and modifications to the drawings for clarification. When required to avoid schedule delay or additional construction-related costs, the CONSULTANT shall expedite the review of time-sensitive RFIs. It shall also be the goal to return responses for all RFIs on the day they are received (where no significant research, correspondence, or engineering is involved).

If any changes to the drawings are required, the CONSULTANT shall prepare these drawings and submit them through PMWeb as PDF files to OC SAN. The CONSULTANT shall update all AutoCAD drawings and specifications upon OC SAN acceptance of any changes resulting from RFIs and change orders.

The assumption for the effort involved in weekly assistance shall be as indicated under "Quantitative Assumptions" in this SOW.

Task 4.6 – Contract Document Modifications, Design Changes, and Change Orders

If the contract documents require modifications due to changed conditions, OC SAN requested changes, omissions, or design errors; the CONSULTANT shall prepare preliminary change order documents and forward them to OC SAN as needed. OC SAN shall review the proposed change and request the CONSULTANT to incorporate any changes. OC SAN will issue the change order documents in a formal Request for Proposal (RFP) or Field Change Order (FCO) to the Contractor. The CONSULTANT shall forward design calculations and other design backup documents as necessary to OC SAN. The CONSULTANT shall prepare cost estimates for the changes when requested by OC SAN.

Any contract document that requires changes shall be identified with the date of change and reference (RFI number, RFP number, FCO number, etc.) shown on the document. Changes shown on drawings shall be clearly marked and "clouded" for accurate identification of the scope of the change by the Contractor and inspection staff. The CONSULTANT shall maintain up-to-date contract documents. When a change is required on a contract drawing that has previously undergone a change, the updated drawing showing the previous change shall be used as the base document to identify new changes.

The CONSULTANT shall submit complete change documentation to OC SAN for use in RFIs, RFPs, and FCOs. This change documentation shall include plan drawings, schematics, details, schedules, and specifications, as required.

The CONSULTANT shall also allocate time for required efforts to analyze and provide input on issues that may arise daily such as interference of undisclosed utilities, traffic control issues, bypass evaluations, etc.

See Section V – Quantitative Assumptions in this SOW for the number of hours to be allocated for design changes and cost estimating assistance.

Task 4.7 – Public Outreach (Deleted from Scope of Work)

Task 4.8 – Traffic Control

The CONSULTANT shall secure the services of a Traffic Engineer to provide support for review, response, interpretation, and advice on project issues related to traffic control conditions, as well as to attend and participate in key meetings identified herein. Reviews and responses will be needed in support of RFIs, contract document modifications, and change order duties led by the CONSULTANT. The Traffic Engineer may be required to modify and generate new drawings to support the reviews and responses, and coordinate reviews and approvals with the permitting agency. The CONSULTANT's Traffic Engineer may be required to visit the site to inspect the traffic control setup at the request of OC SAN.

Task 4.9 – Geotechnical

The CONSULTANT shall provide Geotechnical Engineering services to provide support for review, response, interpretation, and advice on project issues related to geotechnical conditions, geotechnical baseline reports, geotechnical logs, and data reports, as well as to attend and participate in key meetings identified herein. The CONSULTANT shall provide reviews and responses in support of shop drawing submittals, RFIs, contract document modifications, and change order duties led by the CONSULTANT.

PHASE 5 – NOT USED

PHASE 6 – CLOSE OUT

Closeout tasks include the completion of punch list work by the Contractor, final inspection, completion of Record Drawings, and electronic data. The CONSULTANT shall submit a final invoice at the completion of the project.

Task 6.1 – Record Drawings

When requested by OC SAN, the CONSULTANT shall attend one preliminary as-built meeting with OC SAN and the Contractor to inspect the Contractor's draft As-Built Drawings to verify that the Contractor has included all relevant information from approved change orders and RFIs. As part of the review process, the CONSULTANT shall verify that the Contractor's draft As-Built Drawings correctly reflect the information included in the approved shop drawings, RFI's approved FCOs, plan clarifications, plan changes, and other deviations from the conformed drawings, and that the information in the set is complete. Based on the findings, the CONSULTANT shall prepare an email summary on the completeness of the field markup set. The CONSULTANT shall allow for one meeting/visit to review the Contractor's in-progress As-Built Drawings. It is anticipated this meeting will occur when construction is at 50 percent complete.

After completion of construction, OC SAN will transmit to the CONSULTANT the Contractor's final As-Built Drawings. At that time, the CONSULTANT shall meet with OC SAN's Inspectors and Resident Engineer to ensure Contractor's As-Built Drawings for completeness.

The CONSULTANT shall prepare draft Record Drawings from the Contractor's final As-Built Drawings for all drawings in accordance with the requirements in the CAD Manual. The CONSULTANT shall submit the draft Record Drawings to the OC SAN Resident Engineer. The draft Record Drawings will be reviewed for content and CAD compliance by OC SAN staff. A comment log will be returned to the CONSULTANT and, if any comments are generated, the

CONSULTANT shall revise the Record Drawings and resubmit them to the Resident Engineer for review of the changes and acceptance of the Record Drawings.

When no additional comments are identified, the CONSULTANT shall prepare the final Record Drawings and submit them to the OC SAN Project Manager. All hard copies of the Contractor’s final As-Built Drawings shall be returned to OC SAN at this same time. All Record Drawings shall contain a stamp indicating:

Record Drawings

These Record Drawings have been prepared based on information provided by others. The engineer has not verified the accuracy of this information and shall not be responsible for any errors or omissions which may be herein as a result.

The stamp shall optimally be placed in the bottom right-hand corner of the border and may be included by x-ref. If importing the stamp by x-ref interferes with content in the bottom right-hand corner, the stamp may also be placed in other open spaces along the bottom of the border. In addition, a note shall be placed over the engineer’s seal stating that “This drawing was originally approved for construction by [name of engineer] on [date] and sealed by [name of engineer] a licensed professional engineer in the State of California No. [License number] “. The CONSULTANT shall submit an electronic copy of the Record Drawings to OC SAN for review and acceptance. The acceptance of the Record Drawings shall be deemed a condition for the completion of work.

The Contractor generated as-built drawings described in the EDG and the shop drawings will not be updated by the CONSULTANT.

The format and quantities for delivery of the submittals shall be as specified in the EDG section titled “Software and Electronic File Format Requirements” and as listed below:

Contents	Draft Record Drawings	Final Record Drawings
Hard Copy Sets	None	None
All related electronic files, including CAD and compiled PDFs, excluding Traffic Control Sheets	Transmit Electronic Files to OC SAN	Transmit Electronic Files to OC SAN

Task 6.2 – Project Management

The CONSULTANT shall also include project management support labor hours related to closeout activities per requirements stated in Phase 4, Project Management Task.

4. STAFF ASSISTANCE

The OC SAN staff member assigned to work with the CONSULTANT on the construction phase of this project is Hardat Khublall at (714) 720-6965, email to: hkhublall@ocsan.gov.

5. QUANTITATIVE ASSUMPTIONS

The assumptions listed in the following tables below shall be the basis for the assumed level of effort.

Task	Description	Assumption
4.1	Project Management	12 months duration from the effective date of the NTP
4.2.4	Virtual Weekly Progress Meetings	44 meetings
4.3	Site Visits	10 in-person visits
4.4	Submittals	80 original submittals items ¹ 20 resubmittals
4.5	Requests for Information	50 RFIs
4.5	Weekly Assistance	100 labor hours
4.6	Design Changes	100 labor hours
4.6	Cost Estimating for Design Changes	50 labor hours
4.7	Public Outreach (Deleted)	0 labor hours
4.8	Traffic Control	50 labor hours
4.9	Geotechnical	50 labor hours
6.1	As-Built Review Meetings	1 meeting
6.2	Project Management	2 months duration in the Closeout Phase

¹Note that each submittal set includes multiple submittal items which may be individually submitted by the Contractor. The counts listed in this table are considering the individual submittal items. The level of effort should assume these all are received individually.

HK:tk



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-3092

Agenda Date: 7/26/2023

Agenda Item No: 7.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

HEADQUARTERS COMPLEX AT PLANT NO. 1, PROJECT NO. P1-128A

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Approve a contingency increase of \$98,000 (2%) to the Professional Construction Services Agreement with HDR Engineering, Inc. for Headquarters Complex at Plant No. 1, Project No. P1-128A, for a total contingency of \$588,000 (12%) and a total amount not to exceed \$5,488,000.

BACKGROUND

Orange County Sanitation District (OC San) is constructing a new Headquarters Complex under Project No. P1-128A. The new Headquarters Complex will house administrative, technical, and engineering staff. Construction started in July 2021 and is scheduled for completion in early 2024. HDR Engineering, Inc. is currently under contract to provide professional construction services for the new Headquarters Complex.

RELEVANT STANDARDS

- Ensure the public's money is wisely spent
- Provide a safe and collegial workspace

PROBLEM

The level of effort needed to provide adequate construction support services is expected to exceed the assumptions the Professional Construction Services Agreement was based on.

PROPOSED SOLUTION

Approve a contingency increase to the Professional Construction Services Agreement. The existing project budget is sufficient to cover the requested increase in contingency therefore no increase to the project budget is required.

TIMING CONCERNS

The construction schedule must be maintained, or staff occupation of the new building will be delayed.

RAMIFICATIONS OF NOT TAKING ACTION

The Professional Construction Services Agreement “not to exceed” fee will not be sufficient to appropriately provide the remaining professional construction service.

PRIOR COMMITTEE/BOARD ACTIONS

May 2021 - Approved a Professional Construction Services Agreement with HDR Engineering, Inc. to provide construction support services for Headquarters Complex at Plant No. 1, Contract No. P1-128A, for an amount not to exceed \$4,900,000; and approved a contingency of \$490,000 (10%).

ADDITIONAL INFORMATION

The level of effort assumed in the Professional Construction Services Agreement included assumptions such as the number of resubmittals, requests for information, and design changes due to unexpected field conditions. These assumptions were based on the best available information and experience with past projects. The level of effort to complete the job, however, is projected to exceed what was anticipated due to more submittals than anticipated and the rework of the fixture, furniture, and equipment procurement with another dealer.

CEQA

The Headquarters Complex project is included in the Addendum to the City of Fountain Valley “Fountain Valley Crossings Specific Plan” Program Environmental Impact Report, State Clearinghouse No. 2015101042.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San’s Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Year 2023-2024, Appendix A, Page 8, Headquarters Complex, Project No. P1-128) and the budget is sufficient for the recommended action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

N/A

AB:tk



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-3093

Agenda Date: 7/26/2023

Agenda Item No: 8.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

**COLLECTIONS YARD RELOCATION AND WAREHOUSE DEMOLITION AT PLANT NO. 2,
PROJECT NO. P2-127**

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Receive and file Bid Tabulation and Recommendation for Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127;
- B. Receive and file Orange County Sanitation District's Notice of Intent to Award dated June 2, 2023;
- C. Receive and file Award Protest from Fasone Construction, Inc. dated June 8, 2023 concerning award to Archico Design Build Inc.;
- D. Receive and file the Award Protest Response letter from Archico Design Build Inc. dated June 14, 2023, responding to the award protest;
- E. Receive and file Orange County Sanitation District's determination letter dated June 22, 2023 to Fasone Construction, Inc. responding to award protest;
- F. Approve a project budget increase of \$2,100,000 for Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127, for a new total project budget of \$8,800,000;
- G. Award a Construction Contract to Archico Design Build Inc. for Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127, for a total amount not to exceed \$6,500,000; and
- H. Approve a construction contingency of \$650,000 (10%).

BACKGROUND

The Orange County Sanitation District (OC San) collections yard and warehouse at Plant No. 2 occupies the space needed for the construction of the new Temperature-Phased Anaerobic Digestion

(TPAD) Digester Facility, Project No. P2-128. During the preliminary design phase of a project to replace the existing warehouse, it was determined that remote warehousing could be utilized in lieu of constructing a new building.

RELEVANT STANDARDS

- Comply with California Public Contract Code Section 20103.8, award construction contract to lowest responsive, responsible bidder
- Commitment to safety & reducing risk in all operations

PROBLEM

Demolition of the existing collections yard and warehouse is necessary to allow for the construction of the future TPAD Digester Facility. To replace the demolished facilities, a new collections yard and two remote warehouse stations must be provided to support the operations and maintenance of Plant No. 2, the collection system, and off-site pump stations.

PROPOSED SOLUTION

Award a construction contract for Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127. This project will relocate the collections yard to a new location including the installation of a new Compressed Natural Gas (CNG) fill station, provide two warehouse stations, relocate utilities, and demolish the existing warehouse. The construction of one new remote warehouse station and conversion of a space in an existing process building for a second warehouse station was found to be more cost-effective than the construction of a new warehouse.

TIMING CONCERNS

This project will provide space for the construction of the TPAD Digester Facility, Project No. P2-128. A delay to this project could result in the space not being available.

RAMIFICATIONS OF NOT TAKING ACTION

Impacts to Operations and Maintenance staff and delays to the construction of the future TPAD Digester Facility, Project No. P2-128.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San advertised Project No. P2-127 for bids on March 2, 2023, and five (5) sealed bids were received on April 20, 2023. A summary of the bid opening follows:

Engineer's Estimate	\$ 4,466,366
<u>Bidder</u>	<u>Amount of Bid</u>
Fasone Construction, Inc.	\$ 5,675,000
Archico Design Build Inc.	\$ 6,500,000
M.S. Construction Management Group	\$ 6,534,709
Nationwide General Construction Services	\$ 6,837,360
Kazoni, Inc	\$ 8,411,000

The bids were evaluated in accordance with OC San's policies and procedures. A notice was sent to all bidders on June 2, 2023 informing them of the intent of OC San staff to recommend award of the Construction Contract to Archico Design Build Inc.

Fasone Construction, Inc. sent a formal protest of the award to OC San on June 8, 2023. Archico Design Build Inc. issued a response to OC San in defense of their bid. OC San reviewed and responded to this protest and has determined that the protest does not merit a change to the award recommendation.

The lowest two bids were 27% and 46% higher than the Engineer's estimate. Evaluation of the difference between the Engineer's estimate and the contractor's bid determined that the difference was due to the contractors adding costs to account for their risk of future escalation.

Staff reviewed alternative options, including reductions in scope, and the associated costs and public impacts. It was determined that this project is necessary, and the project scope could not be reduced, nor could it be delayed. Delays to the warehouse demolition and collections yard relocation could impact future construction of the new TPAD Digester Facility, Project No. P2-128. The project is needed to provide the required facilities for Operations and Maintenance staff.

After further evaluation, the lowest bidder was found unresponsive, and staff recommends awarding a Construction Contract to the lowest responsive and responsible bidder, Archico Design Build Inc., for a total amount not to exceed \$6,500,000.

CEQA

The Project is included in the Facilities Master Plan 2020 Program Environmental Impact Report (PEIR), State Clearinghouse Number 2019070998.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Year 2023-2024, Appendix A, Page 8, Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127). This item will increase the project budget and will be funded from the Capital Improvement Program budget.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Notice of Intent to Award - Archico Design Build, Dated June 2, 2023
- Award Protest Statement - Fasone Construction, Inc., Dated June 8, 2023
- Award Protest Response from Archico Design Build, Dated June 14, 2023
- Determination Letter to Fasone Construction, Inc., Dated June 22, 2023
- P2-127 Contract Agreement
- Presentation

AL:tk



10844 Ellis Avenue
 Fountain Valley, CA 92708
 714.962.2411
 www.ocsan.gov

June 2, 2023

Via Email: Jeanette@fasonegbc.com

Jeanette Fasone
 Fasone Construction, Inc.
 9124 Norwalk Boulevard
 Santa Fe Springs, CA 90670

SUBJECT: Award Recommendation Notice
 Project No. P2-127
 Collections Yard Relocation and Warehouse Demolition at Plant No. 2

The Orange County Sanitation District (OC SAN) completed its evaluation of the Bids submitted in response to the Invitation for Bids for the above-referenced Project. The lowest responsive, responsible Bidder is Archico Design Build, Inc.

Staff's recommendation for Contract award will be included as an item on OC SAN's Operations Committee agenda.

The Operations Committee Meeting is scheduled for:

Date: July 5, 2023
Time: 5:00 P.M.
Location: Orange County Sanitation District
 Board Room, Administration Building
 10844 Ellis Avenue
 Fountain Valley, CA 92708

If approved by the Operations Committee, the award recommendation will be forwarded to OC SAN's Board of Directors for Contract award.

The Board of Directors Meeting is scheduled for:

Date: July 26, 2023
Time: 6:00 P.M.
Location: Orange County Sanitation District
 Board Room, Administration Building
 10844 Ellis Avenue
 Fountain Valley, CA 92708

- 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



Jeanette Fasone
June 2, 2023
Page 2 of 2

The Final Agenda Report will be posted not less than 72 hours prior to the Board of Directors and Operations Committee Meeting. Should you wish to determine if the item has been placed on the agenda, please contact the Clerk of the Board at (714) 593-7433.

Chan, Wai Digitally signed by Chan,
Wai
Date: 2023.06.02
10:14:36 -07'00'

Wai Chan
Senior Contracts Administrator

WC:ms

cc: M. Dorman, A. Larkins, M. McDaniels, K. Lore, N. Dubrovski



June 8, 2023

Orange County Sanitation District
10844 Ellis Ave
Fountain Valley, CA 92708

Via Email: Construction@ocsan.gov

Subject: Bid Protest Statement & response to
Bid Non-Responsiveness Notice

Dear Sirs:

Fasone Construction Inc. received the Bid Non Responsiveness Notice and is submitting this Bid Protest Statement in response to the Notice.

- A. Protestor is Fasone Construction Inc., 9124 Norwalk Blvd, Santa Fe Springs, CA 90670
Office Number is 562-948-3349. Jeanette Fasone cell 562-756-3349.
- B. Project for Protest Statement is Project Nol. P2-127, Collections Yard Relocation and Warehouse Demolition at Plant No. 2.
- C. Action being Protested is OC SAN determination that Fasone Construction Inc.'s bid is Non-Responsive to the IFB.
- D. Affected Parties include:
Fasone Construction Inc.
Archico Design Build, Inc
M.S. Construction Management Group

E. The following statements set for the grounds for the protest:

1. OCSAN Bid Non-Responsive Notice states that "the IFB requires Bidders to subcontract to specialty subcontractor, the work for the design, fabrication and installation of prefabricated metal buildings and canopies."

Fasone disagrees that the installation by a specialty contractor is required by the IFB. The Specification Section 13121-1, Part 1-General, 1.1 Summary (B) (Exhibit A) states

*Prefabricated metal building structures shall be designed by the Prefabricated Building System Manufacturer (**Manufacturer**) as a complete system*

Fasone Construction Inc. will employ **US Patriot Steel** as the manufacturer of the Prefabricated Building System Manufacturer in compliance with the above specification. US Patriot Steel meets all the qualifications referenced in 1.7 Quality Assurance and 1.8 Qualifications of the above referenced Specification.

Fasone Construction Inc. further references The Specification Section 13121-1, Part 1-General, 1.1 Summary (C) and (E)

(Exhibit A) states

(C) Foundation and floor slab design and detailing is included as part of the scope of supply of Prefabricated Building System Manufacturer, and shall be in accordance with project requirements. All Manufacturer design drawings and design calculations shall bear the professional seal and signature of a licensed professional Structural Engineer registered in the state of California. Structural Engineer shall review and incorporate prior geotechnical studies included as reference documents to the contract specifications.

(E) Lighting designs and detailing shall be provided by the General Contractor and lighting/electrical subcontractors, and shall be in accordance with project requirements and CEC Title 24 energy code. All design drawings and design calculations shall bear the professional seal and signature of a licensed professional Engineer registered in the state of California.

Fasone's response to Clarification Request No. 1 was referencing this section. Fasone would work with licensed Engineers and Architects to comply with this section of the Specifications as they relate to the building foundation and lighting. The building manufacturer does not design the foundation as this design will vary depending on usage. Nowhere in our Clarification response did it state that Fasone would design or manufacture the building and therefore any request for this experience is moot. Further, there is no requirement to submit the erectors qualifications with the bid.

Fasone contends that there is nothing stated in the IFB preventing Fasone from self-performing the **erection** of the building as stated in our response to Clarification Request No 1 and submitted the Superintendents qualifications to support this experience. Nothing in the IFB prohibits experience of a Qualified Superintendent to be considered particularly for self-performed scopes. Fasone further submits additional supporting evidence for this qualification as **Exhibit C**. If Fasone is self-performing the erection it would not be necessary to list a subcontractor on form BF-2. All other bidders listed Shook Building Systems, Inc. who are **erectors** of Prefabricated Building Systems and not designers or fabricators of Prefabricated Building Systems. **See Exhibit B**.

The following statement in OC SAN non responsive notice is irrelevant since Fasone never intended to design and manufacture the metal buildings work.

*OC SAN determined that the information provided in your response regarding your firm's qualifications in the BF-4 **and intent to self-perform the metal buildings Work** did not meet to the requirements of the IFB.*

Again, Fasone is not designing or fabricating the metal building. This is being performed by the manufacturer.

Fasone contends that it has complied with BF-4 Performance History and Financial Resources (**see Exhibit D**). Fasone listed projects involving demolition and construction for a public owner. *This section further states "If Bidder has not completed three (3) projects, as described above, Bidder shall list the largest projects (by dollar value) completed.* Projects submitted by Fasone are in the relative range of the Engineer's Estimate for the project. Fasone maintains it has complied with the requirement of BF-4 and therefore responsive.

2. Archico Design Build, Inc. should not be awarded the contract simply because they were not going to self-perform the erection of the metal buildings work. They are not the lowest responsible, responsive bidder.

Further, under Public Contract Code section 1100 establishes the intent and purpose of the code one of which is (b) To insure full compliance with competitive bidding statutes as a means of protecting the public from misuse of public funds.

Also As stated in *Konica Business Machines U.S.A., Inc. v. Regents of University of California*, 206 Cal. App. 3d 449 (1988): The purpose of requiring governmental entities to open the contracts process to public bidding is to eliminate favoritism, fraud and corruption; **avoid misuse of public funds**; and stimulate advantageous market place competition. [Citations, including *Miller v. McKinnon*, 20 Cal. 2d 83, 88 (1942).]

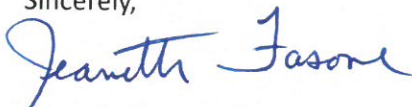
Fasone contends that an award to Archico or any other bidder would result in misuse of public funds to pay \$825,000 more than is necessary for the project when the low bidder is Responsive and Responsible. Such an award would result in overpayment for a project utilizing public funds and therefore fiscally irresponsible. Fasone has approached the project in a manner to offer the best value to the public.

3. RELIEF – Fasone maintains it is Responsive and Responsible bidder and requests that OC SAN rescind its award recommendation to Archico and revise its Award Recommendation to Fasone Construction Inc. based on, “ *As one court explained, a bid is responsive if it promises to do what the bidding instructions demand. A bidder is responsible if it can perform the contract as promised.*” *Taylor Bus Serv., Inc. v. San Diego Bd. of Educ.*, 195 Cal. App. 3d 1331, 1341 (1987).

Fasone has demonstrated its promise to do what the bidding instructions demand and can perform the contract as promised. It is noted that OC SAN has not raised objections to Fasone Construction Inc responsibility.

Bidder certifies under penalty of perjury under the laws of the State of California that all representations herein made are true and correct.

Sincerely,

A handwritten signature in blue ink that reads "Jeanette Fasone". The signature is written in a cursive, flowing style.

Jeanette Fasone, JD

President

Section 13121
METAL BUILDING SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Prefabricated metal buildings shall be provided for Warehouse Station A building and canopy area, the Covered Parking Structure in the new Collections Yard, and for Warehouse Station B canopy area.
- B. Prefabricated metal building structures shall be designed by the Prefabricated Building System Manufacturer (Manufacturer) as a complete system. All the components of the building system shall be supplied or specified by the same manufacturer, including but not limited to: metal framing, metal siding, metal roofing, Z-purlins, insulation, and flashing. Other components will be supplied by the General Contractor, including doors and door hardware, rollup doors and electric operators, door frames and trim, louvers, exhaust fans, lighting systems (including fixtures mounted to structure and wired to lighting control panel) concrete anchors, etc. All components shall be installed under the coordination and supervision of the General Contractor and Prefabricated Building System Manufacturer. General Contractor and Manufacturer shall be responsible for coordinating to provide a complete building with appurtenances as indicated and specified.
- C. Foundation and floor slab design and detailing is included as part of the scope of supply of Prefabricated Building System Manufacturer, and shall be in accordance with project requirements. All Manufacturer design drawings and design calculations shall bear the professional seal and signature of a licensed professional Structural Engineer registered in the state of California. Structural Engineer shall review and incorporate prior geotechnical studies included as reference documents to the contract specifications.
- D. Manufacturer shall coordinate with General Contractor for installation of foundations, floor slabs, and fencing and gates for canopy areas.
- E. Lighting designs and detailing shall be provided by the General Contractor and lighting/electrical subcontractors, and shall be in accordance with project requirements and CEC Title 24 energy code. All design drawings and design calculations shall bear the professional seal and signature of a licensed professional Engineer registered in the state of California.
- F. Manufacturer shall coordinate with electrical subcontractor for installation of grounding, electrical service panels, receptacles, access control system hardware and wiring, lighting and connection of power to exhaust fan and rollup doors.

1.2 METAL BUILDING SYSTEM COMPONENTS

- A. Clear span rigid frames.
- B. Minimum clearance at knee as shown on drawings.
- C. Bay Spacing as shown on drawings.
- D. Roof slope ¼ inch in 12 inches.
- E. Primary Framing: Rigid frame of rafter beams and columns
- F. Secondary Framing: Purlins, girts, eave struts, flange bracing and other items detailed.

- G. Lateral bracing: Horizontal loads not resisted by main frame action shall be resisted by tension rod or cable and/or diaphragm portal frames in the sidewall and/or in the roof.
- H. Wall and Roof system; Preformed steel panels and accessory components designed to resist wind and seismic loads.
- I. Accessories: Exhaust fan, louvers, doors, hardware, rollup doors.
- J. Foundations: Reinforced concrete foundations shall be provided by contractor. Design shall incorporate all required metal building loads and reactions. Design shall meet required code and utilize the design parameters noted in the California Building Code Chapter 18 for minimum justified design values.

1.3 RELATED SECTIONS

- A. Section 03100 Concrete Formwork
- B. Section 03200 Concrete Reinforcing
- C. Section 03300 Concrete
- D. Section 05120 Structural Steel

1.4 REFERENCES, CODES AND STANDARDS: The following references, codes and standards are hereby made a part of this Section and work shall conform to the applicable requirements therein except as otherwise specified herein or shown on the Drawings. Latest adopted edition of references and codes adopted by the Governing Agency shall apply. Nothing contained herein shall be construed as permitting work that is contrary to code requirements.

- A. AISI S100 *North American Specification for the Design of Cold-Formed Steel Structural Members*
- B. AISC 360 *Specification for Structural Steel Buildings*, American Institute of Steel Construction
- C. ASTM A123, Standard, "Specification for Zinc (Hot-Dip Galvanized) Coatings and Iron and Steel Products
- D. ASTM A153, Standard "Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
- E. ASTM A307, Standard "Specification for Carbon Steel Bolts and Studs, 60,000 psi tensile Strength.
- F. ASTM A325 Standard "Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile strength
- G. ASTM A490 Standard "Specification for Heat Treated Steel Structural Bolts, 150 ksi Minimum Tensile Strength.
- H. ASTM A500 Standard "Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
- I. ASTM A653 Standard "Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process"
- J. ASTM D1494 Standard "Test Method for Diffused Light Transmission Factor of Reinforced Plastic panels.

- K. ASTM E1514 Standard "Specification for Structural Standing Seam Steel Roof panel Systems
- L. ASTM E1592 Standard "Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference"
- M. ASTM E1646 Standard "Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference
- N. ASTM E1680 Standard "Test Method of Rate of Air Leakage through Exterior Metal Roof Panel Systems.
- O. AWS D1.1, Structural Welding Code – Steel
- P. AWS D1.3, Structural Welding Code – Sheet Steel
- Q. MBMA, *Metal Building Systems Manual*, Metal Building Manufacturers Association.
- R. SSPC, Paint 20 – Zinc-Rich Primers (Type I, "Inorganic" and Type II "Organic"
- S. UL 580 – Tests for Uplift Resistance of Roof Assemblies.
- T. ACI 318 – Building Code Requirements for Structural Concrete.
- U. ACI 117 – Specification for Tolerances for Concrete Construction and Materials.
- V. California Building Code (CBC) – latest approved edition.

1.5 DESIGN REQUIREMENTS

- A. The Building shall be designed by the Manufacturer as a complete system. All the components of the system shall be supplied or specified by the same manufacturer. Foundation design and detailing is included as part of the project requirements.
- B. Design Code:
Design shall be in accordance with the latest applicable editions of IBC with CBC amendments, Risk Category III.
- C. Energy Code: Latest applicable edition of California Energy Code, Title 24.
- D. Dead Loads
The dead load shall be the weight of the Metal Building System and as determined by the system manufacturer and any sprinkler, mechanical, electrical and ceiling systems.
- E. Live Loads:
The building system shall be capable of supporting a minimum uniform live load of 20 psf, reducible
- F. Wind Loads:
The design wind speed for the metal building system shall be 95 mph, exposure C, Risk Category III.
- G. Seismic Loads:
Seismic load shall be determined based upon the spectral response acceleration factors based on the project location and site class D. Previous geotechnical studies are included as reference documents to these specifications: Geotechnical Evaluation for project J-77.
- H. Deflection Requirements shall be in accordance with the applicable provisions of the specified building code.

I. Thermal Effects:

Standing Seam roof panels shall be free to move in response to the expansion and contraction forces from the temperature variation

Assembly to permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to temperature range of 50 degrees F

J. Foundations and Floor Slabs:

Foundations and slab on grades shall be designed in accordance with the geotechnical reports, included as reference information to this specification, and Building Code. Floor slabs shall be designed for 250 psf loading.

1.6 SUBMITTALS:

Note: All Manufacturer design drawings and design calculations shall bear the professional seal and signature of a licensed professional structural engineer registered in the state of California

- A. Submit anchor bolt placement plan, foundation design, reinforcing drawings and embedded items.
- B. Product Data: Provide data on profiles component dimensions, fasteners, and color selection. Provide product data on all doors, rollup doors, louvers, fans, etc.
- C. Manufacturer Installation Instructions: Indicate preparation requirements, assembly sequence, equipment requirements and material storage requirements.
- D. Shop or Erection Drawings: Indicate assembly dimensions, locations of structural members, connections, attachments, openings, cambers, loads wall and roof system dimensions, panel layout, general construction details, anchorages, and method of anchorage, installation framing anchor bolt settings, sizes and locations from datum, and indicate welded connections with AWS welding symbols; indicate net weld lengths and thickness.
- E. Manufacturer and erector qualifications.

1.7 QUALITY ASSURANCE:

- A. Fabricate structural steel members in accordance with MBMA Metal Building Systems Manual, and, for items not covered, AISC – Specification for Structural Steel Buildings.

1.8 QUALIFICATIONS

- A. Manufacturers: The company manufacturing the products specified in the Section shall have a minimum of 5 years' experience in the manufacture of steel building systems. The metal building systems manufacturer shall be accredited under the International Accreditation Service, Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems (AC472). Acceptable manufacturers: Metallic Building Systems, or equal.
- B. Structural Framing, foundations and covering shall be design of a licensed California Civil or Structural Engineer experience in design of this work.
- C. Erector shall have specialized experience in the erection of steel building systems for a period of at least 5 years.

1.9 FIELD MEASUREMENTS

METAL BUILDING SYSTEMS

**Collections Yard Relocation and
Warehouse Demolition at Plant No. 2
Project P2-127
BID SET**

Government Contractors > SHOOK BUILDING SYSTEMS, INC

SHOOK BUILDING SYSTEMS, INC

Mira Loma, California



51-685-2556 x207

442 Parkhurst St
Mira Loma, CA 91752-1434

fax:951-685-6624

[Map & Directions](#)

Products & Services

Manufacturing and Industrial Building Construction, Commercial and Institutional Building Construction and Structural Steel **Erection Contractors**.

Keywords

Metal Buildings

NAICS Code(s)

36210 Industrial Building Construction
36220 Commercial and Institutional Building Construction

Found any discrepancies in your company profile?

[Request to update/remove the information](#)

Company Information

Company Name: SHOOK BUILDING SYSTEMS, INC
Address: 4442 Parkhurst St
City: Mira Loma
State: California
Zip Code: 91752-1434
Phone: 951-685-2556 x207
Fax: 951-685-6624
Contact Person: SANDRA COOPER
Contact Title: Estimator
Legal Structure: Corporation
Year Established: 1972
Business Type: Construction (100 %)

IAW CONSTRUCTION, INC.
Mira Loma, Ca

IAW Const., Inc. is a Gen. Contractor specializing in schools, child care facilities, airports, fire stations, emer. ops centers & other public

STAR 1 MS INC
Mira Loma, Ca

Our company specializes in commercial remodeling and repairs, as well as residential repairs and remodeling. Specializes in custom home construction

IDEAL PRODUCTS, INC.
Mira Loma, Ca

LOCKERS, LAMINATE LOCKERS, WOOD LOCKERS, FURNITURE LOCKERS, ATHLETIC LOCKERS, WARDROBE LOCKERS, GYM LOCKERS, COUNTRY CLUB LOCKERS

RELIABLE CONSTRUCTION SOLUTIONS INC
Mira Loma, Ca

RELIABLE CONSTRUCTION SOLUTIONS INC.

Time And Alarm Systems
Mira Loma, Ca

Commercial and Institutional Building Construction, Electrical Contractors, Other Communications Equipment Manufacturing, Automatic Environmental Control Manufacturing for Residential, Commercial, and Appliance

Alabama Bids

Alaska Bids

Arizona Bids

Arkansas Bids

California Bids

Colorado Bids

Connecticut Bids

Delaware Bids

District of Columbia Bids

Nebraska Bids

Nevada Bids

New Hampshire Bids

New Jersey Bids

New Mexico Bids

New York Bids

North Carolina Bids

North Dakota Bids

Ohio Bids

Florida Bids

Georgia Bids

Hawaii Bids

Idaho Bids

Illinois Bids

Indiana Bids

Iowa Bids

Kansas Bids

Kentucky Bids

Oklahoma Bids

Oregon Bids

Pennsylvania Bids

Rhode Island Bids

South Carolina Bids

South Dakota Bids

Tennessee Bids

Texas Bids

Utah Bids

Louisiana Bids

Maine Bids

Maryland Bids

Massachusetts Bids

Michigan Bids

Minnesota Bids

Mississippi Bids

Missouri Bids

Montana Bids

Vermont Bids

Virginia Bids

Washington Bids

West Virginia Bids

Wisconsin Bids

Wyoming Bids

Exhibit C
2 pages



I Giovanni D'Egidio, co-owner of Hollywood Sports Park have known Phillip Dominguez for over 30 years. During that time, he built numerous amounts of projects for me such as nightclubs and sports parks. Hollywood Sports Park is a state-of-the-art outdoor facility for paintball and airsoft fields. The fields are themed after actual movie set props. There are two steel frame buildings that Phil and his crew built for the park that included pouring the foundation and fire and life safety per city code. If you have any questions, please feel free to reach me at (626)429-4871.

Giovanni D'Egidio



Bid Submitted By: _____
 (Name of Firm)

BF-4 PERFORMANCE HISTORY AND FINANCIAL RESOURCES

A. LIST OF COMPLETED PROJECTS AND EXPERIENCE REQUIREMENTS

Using this form, Bidder shall list at least three (3) projects completed with a public owner or public agencies and/or public utility companies with industrial plant facilities within the past ten (10) years that involved **demolition and construction** of similar nature, scope, complexity and cost to this Invitation for Bids. If Bidder has not completed three (3) projects, as described above, Bidder shall list the largest projects (by dollar value) completed. Bidder may also include any current relevant projects.

Using the table provided in this section, for each listed project, include: (1) the project name and location, (2) role as prime contractor or subcontractor, (3) description of work, (4) owner's name and address and the name and phone number of project manager or project engineer, (5) final contract value, and (6) completion date.

Bidder shall ensure the contact names and numbers are current at the time of Bid. If the contacts are no longer employed with the owner, Bidder shall identify at least one contact familiar with the project and Bidder's work thereon. In addition to contacting the references included herein, OC SAN may, and retains its right to contact other project owners and such other entities for which Bidder has performed or is performing work.

Bidder must submit this information with its Bid. Attach documents directly behind this page and/or fill in the pages provided below.

If the Bidder cannot demonstrate that it has the minimum experience requirements described above, its Bid shall be deemed non-responsive.

Project Name and Location	Role	Description of Work	Owner's Name, Address, Phone No., Project Manager or Project Engineer	Final Contract Value	Completion Date
	<input type="checkbox"/> Prime <input type="checkbox"/> Sub			\$	



Lic.#: 987122BA

June 14, 2023

VIA Email: Construction@ocsan.gov

Ms. Wai Chan
Senior Contracts Administrator
Orange County Sanitation District (OC SAN)
10844 Eilis Avenue
Fountain Valley, CA 92708

RE: Notice of Award Protest - Response
Collections Yard Relocation and Warehouse Demolition at Plant No. 2
Project No. P2-127

Dear Ms. Chan,

We are writing this letter to respond to the protest served by **Fasone Construction** and raise our concern with their bid.

We are confident that the OC-SAN team are aware of the requirement set in the bid document and we are just simply sharing them as a response to the protest by Fasone Construction.

- 1- Per Section 13121 "METAL BUILDING SYSTEMS" item 1.8 Qualifications (C) States,
"Erector shall have specialized experience in the erection of steel building systems for a period of at least 5 years."

Also, Per BF-4 PERFORMANCE HISTORY AND FINANCIAL RESOURCES (A). LIST OF COMPLETED PROJECTS AND EXPERIENCE REQUIREMENTS:

"Using this form, Bidder shall list at least three (3) projects completed with a public owner or public agencies and/or public utility companies with industrial plant facilities within the past ten (10) years that involved demolition and construction of similar nature, scope, complexity and cost to this Invitation for Bids."

Fasone Construction has not provided any similar project in nature or size nor listed a qualified subcontractor that meets the qualifications set in the bid documents. The projects they have referenced are mostly tenant improvement and building restoration and remodeling and their largest project is smaller than this project in estimated cost.

www.archico.com | info@archico.com

2010 N Tustin Ave. | Santa Ana, CA 92705 | Tel 949-ARCHICO (272-4426) | Fax 949-272-4426



Archico has provided reference projects in the public sector that are very similar to this project in scope with Prefabricated Metal buildings, Site Improvement, Underground utilities, Fiber optic, Street lighting and Light pole. Archico has built Projects with higher value in general, or the scope of the prefabricated building is higher than this project metal building Value. Some of Archico's reference letters from previous clients on similar projects are attached for your review (Exhibit A).

Archico has listed Shook Building Systems Inc. one of the leading prefabricated building erectors in California, with 50 years of experience in prefabricated metal buildings, holding a C-51 Steel and structural license to meet the project requirements.

While Shook Building Systems, Inc. is not a Building Manufacturer, They are a listed "Builder" with signed Builder Agreements for multiple MBMA Accredited manufacturers (see link https://www.mbma.com/System_Members.html to attached list we are CBC Steel Building, Metallic Buildings, and Varco Pruden Builders). They have been engaged in the Metal Building business as a "Builder" and licensed contractor in CA since 1972 self-performing their installation work.

Manufacturer, Fasone has listed a metal building brokers and not an actual MBMA Manufacturer (See link https://www.mbma.com/System_Members.html to list) of MBMA Accredited Manufacturers.

Fasone is not meeting any of the above 2 requirements of this project and therefore shall be deemed nonresponsive.

- 2- Fasone Construction is not qualified to self-perform the erection of the metal steel building per bid documents. They have not self-performed at least three (3) projects with a public owner or public agencies with pre-fabricated metal building at this size or larger nor is holding the specialty license. to erect a metal building or specialized experience in the erection of steel building systems for a period of at least 5 years.

The large gap between Fasone bid and the next 3 competitive bidders with long history of public work projects is clearly due to missing scope in Fasone estimation of the project not as result of the self-performance of the building. The entire cost of the engineering, fabrication and Erection of the metal building by Shook is about \$600,000 and Fasone cannot reduce this to \$0 even by self-performing the building erection to get their total bid value lower by about \$800,000.

Fasone has not performed projects in similar size and scope and probably is not aware of the costly requirements of this project.



- 3- This project has a considerable amount of underground and wet utilities, fire hydrants and backflow preventers work. Fasone only holds a General Building (B) license and is missing the proper licensing to perform the scope of work for Fire line.

Per CSLB Business & Professions Code - Division 3, Chapter 9. Contractors, Article 4. Classifications “(c) No general building contractor shall contract for any project that includes the "C-16" Fire Protection classification as provided for in Section 7026.12 or the "C-57" Well Drilling classification as provided for in Section 13750.5 of the Water Code, unless the general building contractor holds the specialty license, or subcontracts with the appropriately licensed specialty contractor.”

Archico has listed Pacific plumbing for wet utilities, plumbing and fire protection. Pacific Plumbing is holding, A - GENERAL ENGINEERING, C-4 - BOILER, HOT WATER HEATING AND STEAM FITTING, C16 - FIRE PROTECTION, C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING, C36 – PLUMBING, C42 - SANITATION SYSTEM, with almost 100 years of experience.

For all the above reasons Fasone Construction has not met the requirements and qualifications to perform on this project and shall be deemed nonresponsive.

Archico Design Build team has carefully reviewed and is meeting all the project documents and requirements and have listed the qualified sub-contractors to meet the qualifications, technical experience, safety, and code requirement of the project as well.

The accusations that are stated within Fasone Construction protest letter seem to be based on unresearched assumptions, rather than facts and it shows that Fasone is not aware of the project requirements.

Therefore, we request this protest to be laid to rest and that Orange County Sanitation District (OC SAN) continue with the award to the lowest responsive, responsible bidder Archico Design Build Inc.

Sincerely Yours

Alan Alavi

Alan Alavi | President
Archico Design Build Inc.



Lic. #: 987122BA

Exhibit "A"

www.archico.com | info@archico.com

2010 N Tustin Ave. | Santa Ana, CA 92705 | Tel 949-ARCHICO (272-4426) | Fax 949-272-4426

September 13, 2017

Archico Design-Build
ATTN: Ali Alavizadeh, CEO
1835 W. Orangewood Avenue, Suite 325
Orange, California 92868

**SUBJECT: Letter of Recommendation
Chino Basin Desalter Authority (CDA)
Pre-Engineered Metal Storage Building (PEMB) Project, Jurupa Valley, CA**

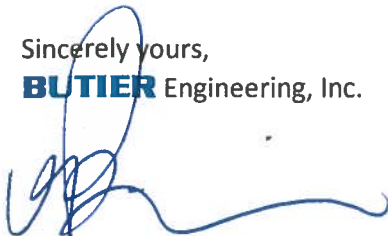
Butier Engineering, Inc. is a construction management company and Owner's Representative for Chino Basin Desalter Authority's (CDA's) Phase 3 Expansion Program, and we are pleased to present this letter of recommendation for Archico Design-Build (ARCHICO). After our evaluation and review during the bid process, ARCHICO was awarded the Pre-Engineered Metal Storage Building (PEMB) contract, and their preference was determined based on qualifications, past experience on similar projects, and bid price.

During the course of construction, ARCHICO has proven to be well-versed in construction techniques, timely submission on construction documents, and provided value engineered solutions. Their staff and subcontractors communicated effectively with their knowledge and capabilities to deliver another successful project to the Chino Basin Desalter Authority (CDA). The PEMB project was delivered before the contract completion date and within the budgetary constraints.

In this competitive bid environment, we recognized ARCHICO's professional qualities to be helpful and beneficial to the efforts of the PEMB project. We make no hesitation to recommend ARCHICO to any public agency or district considering construction of pre-engineered metal buildings, and we will invite Archico Design-Build to bid on similar projects in the future.

Feel free to contact one of us for more information about Archico Design-Build.

Sincerely yours,
BUTIER Engineering, Inc.



Vlad Burce, P.E.
Resident Engineer
(949) 375-1611 — Mobile



Joe Blum
Construction Manager
(714) 448-0216 — Mobile

17822 E. 17th St.
Suite 404
Tustin, CA 92780
Tel (714) 832-7222
Fax (714) 832-7211
www.butier.com

BUTIER
Construction Managers, Consulting Engineers



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

October 15, 2021

Archico Design Build Inc
Attn: Alan Alavi
2010 N Tustin Ave
Santa Ana CA 92705

Subject: Letter of Recommendation

To whom it may concern,

Based on my experience working with the Archico Design Build Inc. team, I am writing this letter of recommendation.

Archico Design Build Inc. recently completed a large-scale Design build Roofing and HVAC replacement project at two of our (LACMTA) Divisions in Long Beach and Lawndale. During construction, the buildings remained occupied and open for business and operation on a 24Hrs/7days a week basis with no interruptions to the ongoing operation of the facilities. They were able to meet all the restrictions and regulations of LA Metro and its operation yards and to deliver a successful project in a timely manner.

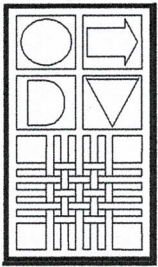
Archico has proven to be well-versed in construction technologies, timely submission of construction documents and effective in communication with the owner, sub-contractors and end user of the facilities. Throughout the project, I found Archico to be responsive, cooperative, and dependable with timely responses. Their workmanship is of high quality and they are very capable in monitored the work of their subcontractors and in house personnel.

I thoroughly enjoyed working with Archico Design Build Inc. team, and came to know their teams' capabilities very well. I highly recommend Archico Design Build Inc. for a project that requires a highly experience and qualified contractor, and I would welcome and look forward to working with them again on any future projects.

Sincerely,

Raul Pedroza

Raul Pedroza
LA Metro – Sr. Director, Construction Management



FACILITY CONSULTING SERVICES

October 12, 2021

To Whom It May Concern:

I am one of the consultant Project Managers retained by the Santa Monica-Malibu Unified School District for its Construction Bond Program. I have managed several construction and remodeling projects for the District since 2014.

On a recent assignment, I was the District's Project Manager for a school classroom remodeling project overseeing the construction work performed by Archico Design Build. As on any remodeling of an old facility, numerous unforeseen conditions were encountered requiring significant changes to the work. Archico worked closely with the District to quickly identify the issues and propose solutions acceptable to the District, the Architect and DSA. While change orders were necessary, Archico helped control the additional costs from its subcontractors by negotiating comprehensive settlements for their change orders. Change orders on this remodeling were kept to under 10% of the contract amount.

Even with the unforeseen conditions and changes required, Archico successfully completed remodeling of the classrooms over the summer break and had the classrooms available for occupancy on school opening day.

I found Archico Design Build to be one of the better construction contractors utilized by the District in its program. I will unequivocally recommend them on future projects with the District and to any other agency or owner requiring construction work.

Clifford Dewey, CFE, CCA, LEED AP
President

October 5, 2020

To Whom It May Concern,

I had the opportunity to work with Archico Design-Build and their team on the Walker Elementary – Temporary Housing Project and I would like to express my appreciation for the excellent service they provided.

As Construction Manager for Tilden-Coil Construction, I worked with Archico's team and they not only met the needs and standards of Santa Ana Unified School District, but they exceeded. This project presented rather challenging work with a short 2-month construction schedule, but they successfully completed the project on time.

Throughout the project Archico Design-Build worked as a team with the School District, the Inspector of Record, and me to coordinate and resolve issues that arose. They have shown professionalism and the ability to adapt to different situations. Their cooperation and collaboration were greatly appreciated and resulted in an enjoyable project experience for everyone involved with the project. The result was a successful project and a very satisfied owner who received a high-quality product.

I would highly recommend Archico Design-Build for another future project. I believe that you will be pleased with the quality of their work, attention to detail, their commitment to excellence, and their ability to meet deadlines.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Joseph', with a large, stylized flourish at the end.

David Joseph
Construction Manager
Tilden-Coil Construction Inc.



October 2020

To whom it may concern,

I am happy to provide this letter of recommendation for Archico Design-Build.

Archico Design-Build was awarded to work on the Modernization project at Monroe TK-5 School, in Inglewood California. The project started in January of 2019 and was completed by December of 2019.

Archico Design-Build and their team of sub-contractors performed and completed the project to the satisfaction of the Inglewood Unified School District and myself, the IOR for the project. The project had its share of challenges, having to work with other contractors involved with the project, but everyone involved work together to complete the project on time and on budget. Their team from top to bottom was knowledgeable, was on time, notified problems ahead of time to address it before it caused unnecessary delays, kept the site clean and safe to work, and passed all the inspections with flying colors.

I would highly recommend Archico Design-Build for a project that requires a highly qualified contractor and I would welcome working with them again for any of future projects.

Sincerely,

Galil Tadros

Galil Tadros
DSA Class 1 Inspector of Record
License # 3169

PRIEST CONSTRUCTION SERVICES, Inc.

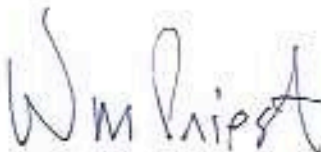
LETTER of RECOMMENDATION

To Whom It May Concern:

While working on a recent school project as the Inspector of Record I had the pleasure of working with Mr. Jay Kim, the General Contractor's General Superintendent. I have to say, that if I were a General Contractor, Mr. Kim is exactly the type of superintendent would expect.

- * He is Knowledgeable of The Job and He Presents Himself Well
- * He Works Well with and for Others
- * He is ALWAYS Ahead of The Requirements of the Time
- * He Maintains a Safe and Orderly Construction Site
- * He is Goal Oriented
- * He is a TOP 3% 'er In Anyone's Estimation

Would I want Mr. Kim on My Team.....YOU BET!!



William W. Priest, President

30183 HILLSIDE TERRACE SAN JUAN CAPISTRANO, CA 92675

E-mail: wmpriest@att.net PH: 949-545-7894 Cell:714-812-4859

LETTER OF REFERENCE

March 18, 2019

To Whom It May Concern

I am writing this letter to give my recommendation for Archico Design Build company and its owner Alan Alavi. Archico just recently completed the renovation of the \$1.5 million Conference Center for the Temecula Valley Unified School District, for which we were the architects. The project was completed expeditiously and occupied to positive reviews.

Although the project suffered the inevitable unforeseen conditions endemic to any remodeling project, we found Archico and its staff to be extremely helpful, creative and aggressive in helping to solve the problems. At all times we felt they were part of our "solution team" rather than an impediment. It is refreshing to work with a group of people that are solution-oriented rather than confrontational. All issues were resolved in a diligent and fair manner.

We have enjoyed working with Archico and would look forward to doing another project with them.

Sincerely,

MGPA Architecture,



Fred H. Gualda, AIA
Principal



October 8, 2018

Subject: Letter of Commendation for Archico Design-Build

To whom it may concern,

This letter serves as a testimonial and letter of commendation for Archico Design-Build.

We recently completed a large scale exterior improvement project for a municipal recreation center in Fountain Valley. The project duration was six months and consisted of re-roofing, installation of new storefronts around the building perimeter, construction of a new entry theme, complete exterior re-painting and installation of artistic sports figures at building's exterior for this 8,000 square foot structure.

During construction, the building remained open to the public for ongoing classes and activities and public relations were of extreme importance in scheduling work around ongoing programs.

Throughout the course of construction, I found Archico to be responsive, cooperative and dependable. Their workmanship was of the highest caliber and they monitored the work of their subcontractors very closely. The project had some unforeseen conditions and Archico responded quickly and with great professionalism in minimizing the cost to mitigate these issues.

With thirty years of construction experience, I would gladly and enthusiastically recommend Archico for any public or private construction project.

Feel free to contact me at 949-339-9154 with any specific questions you may have regarding my positive work experience with the aforementioned company.

Sincerely,

AndersonPenna Partners, Inc.

John A. Wolitarsky,
Senior Construction Manager

June 22, 2023

Via Email: Jeanette@fasonegbc.com

Jeanette Fasone
Fasone Construction, Inc.
9124 Norwalk Blvd.
Santa Fe Springs, CA 90670

SUBJECT: OC SAN's Disposition to Fasone Construction, Inc.'s Bid Protest
Project No. P2-127
Collections Yard Relocation and Warehouse Demolition at Plant No. 2

OC SAN received your Bid Protest Statement (Statement) dated June 8, 2023. As stated in the IFB, P2-127 project will be installing two (2) warehouse stations, relocating the Collections Yard, including the construction of a covered truck parking area to the CM Trailer Parking Lot, and demolishing the existing Warehouse and Collections Yard at Plant No. 2.

Staff reviewed the information provided in your Statement and concluded that OC SAN's non-responsive determination of Fasone Construction, Inc.'s (Fasone) Bid remains unchanged due to the following reason:

1. BF-4 (A) PERFORMANCE HISTORY AND FINANCIAL RESOURCES- LIST OF COMPLETED PROJECTS AND EXPERIENCE REQUIREMENTS (BF-4.A) specifically requires Bidder to list at least three (3) projects of similar nature, scope, complexity, and cost.

Specifications and Drawings allow the Prime Contractor to subcontract the Metal Building portion of the work to a specialty subcontractor; however, this does not waive Bidder's experience requirements as stated on BF-4. A. Fasone's Statement mentioned it will employ US Patriot Steel as the manufacturer of prefabricated building system, which does not address OC SAN's basis for non-responsive determination.

None of the projects listed by Fasone on BF-4. A met the requirements of the IFB and are not in a relative range as alleged by Fasone in its Statement. Based on the clarification response, dated May 4, 2023, submitted by Fasone, and reference checks conducted by OC SAN's staff, it was further confirmed that Fasone did not list any projects that were similar in nature, scope, complexity, and cost as required by the IFB. Fasone's listed projects are mostly tenant improvement and restoration in nature. These projects include some demolition, replacement and rehabilitation of the portions of building structures as described by Fasone in their Bid and subsequent responses to OC San's clarification requests. None of the listed projects included complete demolition of the entire comparable structures, complete installation of the similar in size and complexity metal building performed by your company. Relative to the cost requirements, the largest project listed by Fasone on

- 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

Jeanette Fasone
June 22, 2023
Page 2 of 2

BF-4. A is under engineer's estimate and all other listed projects are well below the engineer's estimate.

The Bidder must meet all the requirements listed on BF-4. A instead of portions or elements of the Work. Furthermore, BF-4. A states that failure of a Bidder to demonstrate that Bidder has minimum required experience as described in the BF-4. A shall deem its Bid non-responsive.

Therefore, based on the above, OC SAN's non-responsive determination remains without change. Furthermore, OC SAN disagrees with all other statements made in Fasone's Statement as not relevant to the basis of OC SAN's determination to deem Fasone's Bid non-responsive. OC SAN will proceed with its recommendation as stated in the Award Recommendation Notice dated June 2, 2023.



Ruth Zintzun
Finance and Procurement Manager

RZ:WC

PART A
CONTRACT AGREEMENT

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CONTRACT AGREEMENT
ORANGE COUNTY SANITATION DISTRICT

PROJECT NO. P2-127

COLLECTIONS YARD RELOCATION AND WAREHOUSE DEMOLITION AT PLANT NO. 2

THIS AGREEMENT is made and entered into, to be effective, this July 26, 2023, by and between Archico Design Build Inc., hereinafter referred to as “CONTRACTOR” and the Orange County Sanitation District, hereinafter referred to as “OC SAN”.

WITNESSETH

That for and in consideration of the promises and agreements hereinafter made and exchanged, OC SAN and CONTRACTOR agree as follows:

SECTION – 1 GENERAL

CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the Work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR’s investigation of all such matters and is in no way relying upon any opinions or representations of OC SAN. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents are each incorporated into this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its Subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the Work covered by this Contract.

A. Contract Documents Order of Precedence

“Contract Documents” refers to those documents identified in the definition of “Contract Documents” in the General Conditions, “Definitions”.

CONFORMED

C-CA-020223
PROJECT NO. P2-127
COLLECTIONS YARD RELOCATION AND WAREHOUSE DEMOLITION AT PLANT NO. 2

1. In the event of a conflict between one Contract Document and any of the other Contract Documents, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract Documents is as follows:
 - a. Supplemental Agreements – the last in time being the first in precedence
 - b. Addenda issued prior to the date for submittal of Bids – the last in time being the first in precedence
 - c. Contract Agreement
 - d. Permits and other regulatory requirements
 - e. Special Provisions
 - f. General Conditions (GC)
 - g. Notice Inviting Bids and Instruction to Bidders
 - h. Geotechnical Baseline Report (GBR), if attached as a Contract Document
 - i. Plans and Specifications – in these documents the order of precedence shall be:
 - i. Specifications (Divisions 01-17)
 - ii. Plans
 - iii. General Requirements (GR)
 - iv. Standard Drawings and Typical Details
 - j. CONTRACTOR's Bid
2. In the event of a conflict between terms within an individual Contract Document, the conflict shall be resolved by applying the following principles as appears applicable:
 - a. Figured dimensions on the Contract Documents shall govern. Dimensions not specified shall be as directed by the ENGINEER. Details not shown or specified shall be the same as similar parts that are shown or specified, or as directed. Full-size details shall take precedence over scale Drawings as to

shape and details of construction. Specifications shall govern as to material and workmanship.

- b. The Contract Documents calling for the higher quality material or workmanship shall prevail. Materials or Work described in words, which so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In the event of any discrepancy between any Drawings and the figures thereon, the figures shall be taken as correct.
- c. Scale Drawings, full-size details, and Specifications are intended to be fully complementary and to agree. Should any discrepancy between Contract Documents come to the CONTRACTOR's attention, or should an error occur in the efforts of others, which affect the Work, the CONTRACTOR shall notify the ENGINEER, in writing, at once. In the event any doubts or questions arise with respect to the true meaning of the Contract Documents, reference shall be made to the ENGINEER whose written decision shall be final. If the CONTRACTOR proceeds with the Work affected without written instructions from the ENGINEER, the CONTRACTOR shall be fully responsible for any resultant damage or defect.
- d. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to OC SAN's ENGINEER, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR's own risk and expense. The decision of the ENGINEER shall be final.

In all matters relating to the acceptability of material, machinery or plant equipment; classifications of material or Work; the proper execution, progress or sequence of the Work; and quantities interpretation of the Contract Documents, the decision of the ENGINEER shall be final and binding, and shall be a condition precedent to any payment under the Contract, unless otherwise ordered by the Board of Directors.

B. Definitions

Capitalized terms used in this Contract are defined in the General Conditions, "Definitions". Additional terms may be defined in the Special Provisions.

SECTION – 2 MATERIALS AND LABOR

CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by OC SAN, to construct and complete the Project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, OC SAN may settle such claims by making demand upon the Surety to this Contract. In the event of the failure or refusal of the Surety to satisfy said claims, OC SAN may settle them directly and deduct the amount of payments from the Contract Price and any amounts due to CONTRACTOR. In the event OC SAN receives a stop payment notice from any laborer or material supplier alleging non-payment by CONTRACTOR, OC SAN shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

SECTION – 3 PROJECT

The Project is described as:

PROJECT NO. P2-127

COLLECTIONS YARD RELOCATION AND WAREHOUSE DEMOLITION AT PLANT NO. 2

SECTION – 4 PLANS AND SPECIFICATIONS

The Work to be done is shown in a set of Plans and Specifications entitled:

PROJECT NO. P2-127

COLLECTIONS YARD RELOCATION AND WAREHOUSE DEMOLITION AT PLANT NO. 2

Said Plans and Specifications and any revision, amendments and addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference.

SECTION – 5 TIME OF COMMENCEMENT AND COMPLETION

CONTRACTOR agrees to commence the Project within 15 calendar days from the date set forth in the “Notice to Proceed” sent by OC SAN, unless otherwise specified therein and shall diligently prosecute the Work to completion within three hundred sixty-five (365) calendar days from the date of the “Notice to Proceed” issued by OC SAN, excluding delays caused or authorized by OC SAN as set forth in Sections 7, 8, and 9 hereof, and applicable provisions in the General Conditions. The time for completion includes ten (10) calendar days determined by OC SAN likely to be inclement weather when CONTRACTOR will be unable to work.

In addition, CONTRACTOR shall accomplish such milestones within the periods of performance set forth in Appendix A of the Special Provisions entitled “Work Completion Schedule.”

SECTION – 6 TIME IS OF THE ESSENCE

Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR’s Work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the Work covered by this Contract with that of all other contractors, subcontractors and of OC SAN, in a manner that will facilitate the efficient completion of the entire Work and accomplish the required milestone(s), if any, by the applicable deadline(s) in accordance with Section 5 herein. OC SAN shall have the right to assert complete control of the premises on

which the Work is to be performed and shall have the right to decide the time or order in which the various portions of the Work shall be installed or the priority of the work of subcontractors, and, in general, all matters representing the timely and orderly conduct of the Work of CONTRACTOR on the premises.

SECTION – 7 EXCUSABLE DELAYS

CONTRACTOR shall only be excused for any delay in the prosecution or completion of the Project as specifically provided in General Conditions, “Extension of Time for Delay”, and the General Requirements, “By CONTRACTOR or Others – Unknown Utilities during Contract Work”. Extensions of time and extra compensation arising from such excusable delays will be determined in accordance with the General Conditions, “Extension of Time for Delay” and “Contract Price Adjustments and Payments”, and extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with General Requirements, “By CONTRACTOR or Others – Unknown Utilities during Contract Work”. OC SAN’s decision will be conclusive on all parties to this Contract.

SECTION – 8 EXTRA WORK

The Contract Price as set forth in Section 11, includes compensation for all Work performed by CONTRACTOR, unless CONTRACTOR obtains a Change Order signed by a designated representative of OC SAN specifying the exact nature of the Extra Work and the amount of extra compensation to be paid all as more particularly set forth in Section 9 hereof and the General Conditions, “Request for Change (Changes at CONTRACTOR’s Request)”, “OWNER Initiated Changes”, and “Contract Price Adjustments and Payments”.

In the event a Change Order is issued by OC SAN pursuant to the Contract Documents, OC SAN shall extend the time fixed in Section 5 for completion of the Project by the number of days, if any, reasonably required for CONTRACTOR to perform the Extra Work, as determined by OC SAN’s ENGINEER. The decision of the ENGINEER shall be final.

SECTION – 9 CHANGES IN PROJECT

OC SAN may at any time, without notice to any Surety, by Change Order, make any changes in the Work within the general scope of the Contract Document, including but not limited to changes:

1. In the Specifications (including Drawings and designs);
2. In the time, method or manner of performance of the Work;
3. In OC SAN-furnished facilities, equipment, materials, services or site; or
4. Directing acceleration in the performance of the Work.

No change of period of performance or Contract Price, or any other change in the Contract Documents, shall be binding until the Contract is modified by a fully executed Change Order.

All Change Orders shall be issued in accordance with the requirements set forth in the General Conditions, “Request for Change (Changes at CONTRACTOR’s Request)” and “OWNER Initiated Changes”.

SECTION – 10 LIQUIDATED DAMAGES FOR DELAY

Liquidated Damages shall be payable in the amounts and upon the occurrence of such events or failure to meet such requirements or deadlines as provided in the Special Provisions, “Liquidated Damages and Incentives.”

SECTION – 11 CONTRACT PRICE AND METHOD OF PAYMENT

A. OC SAN agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in approved Change Orders, the sum of Six Million Five Hundred Thousand Dollars (\$6,500,000) as itemized on the attached Exhibit “A”.

Upon satisfaction of the conditions precedent to payment set forth in the General Requirements, Additional General Requirements, and General Conditions (including but not limited to Sections entitled “Mobilization Payment Requirements” and “Payment

Itemized Breakdown of Contract Lump Sum Prices”), there shall be paid to the CONTRACTOR an initial Net Progress Payment for mobilization. OC SAN shall issue at the commencement of the job a schedule which shows:

1. A minimum of one payment to be made to the CONTRACTOR for each successive four (4) week period as the Work progresses, and
2. The due dates for the CONTRACTOR to submit requests for payment to meet the payment schedule.

After the initial Net Progress Payment, and provided the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule, the CONTRACTOR shall be paid a Net Progress Payment on the corresponding monthly payment date set forth in the schedule.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the ENGINEER, stating that the Work for which payment is demanded has been performed in accordance with the terms of the Contract Documents, and that the amount stated in the certificate is due under the terms of the Contract. Payment applications shall also be accompanied with all documentation, records, and releases as required by the Contract; Exhibit A, Schedule of Prices; and General Conditions, “Payment for Work – General”. The Total amount of Progress Payments shall not exceed the actual value of the Work completed as certified by OC SAN’s ENGINEER. The processing of payments shall not be considered as an acceptance of any part of the Work.

- B. As used in this Section, the following defined terms shall have the following meanings:
1. **“Net Progress Payment”** means a sum equal to the Progress Payment less the Retention Amount and other qualified deductions (Liquidated Damages, stop payment notices, etc.).

2. **“Progress Payment”** means a sum equal to:
 - a. the value of the actual Work completed since the commencement of the Work as determined by OC SAN;
 - b. plus the value of material suitably stored at the worksite, treatment plant or approved storage yards subject to or under the control of OC SAN since the commencement of the Work as determined by OC SAN;
 - c. less all previous Net Progress Payments;
 - d. less all amounts of previously qualified deductions;
 - e. less all amounts previously retained as Retention Amounts.

3. **“Retention Amount”** for each Progress Payment means the percentage of each Progress Payment to be retained by OC SAN to assure satisfactory completion of the Contract. The amount to be retained from each Progress Payment shall be determined as provided in the General Conditions, “Retained Funds; Substitution of Securities.”

SECTION – 12 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION OF FUNDS

Pursuant to Public Contract Code Section 22300 et seq., the CONTRACTOR may, at its sole expense, substitute securities as provided in General Conditions, “Retained Funds; Substitution of Securities.”

SECTION – 13 COMPLETION

Final Completion and Final Acceptance shall occur at the time and in the manner specified in the General Conditions, “Final Acceptance and Final Completion”, “Final Payment”; and Exhibit A, Schedule of Prices.

Upon receipt of all documentation, records, and releases as required by the Contract from the CONTRACTOR, OC SAN shall proceed with the Final Acceptance as specified in General Conditions.

SECTION – 14 CONTRACTOR’S EMPLOYEES COMPENSATION

A. 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.

B. General Prevailing Rate:

OC SAN 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 the same are on file in the Office of the ENGINEER of OC SAN. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this public works Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OC SAN will have on file copies of the prevailing rate of per diem wages at its principal office and at each job site, which shall be made available to any interested party upon request.

C. Forfeiture for Violation:

CONTRACTOR shall, as a penalty to OC SAN, forfeit Two Hundred Dollars (\$200.00) 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.

D. 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.

E. 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 him hereunder except as provided in paragraph (B) above. 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 OC SAN 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 calendar day and forty (40) hours in any one 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.

F. Registration; Record of Wages; Inspection:

CONTRACTOR 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 by the California Department of Industrial Relations. CONTRACTOR shall maintain accurate payroll records 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.

CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations Section 16461(e).

SECTION – 15 SURETY BONDS

CONTRACTOR shall, before entering upon the performance of this Contract, furnish Bonds approved by OC SAN's General Counsel – one in the amount of one hundred percent (100%) of the Contract amount, to guarantee the faithful performance of the Work, and the other in the amount of one hundred percent (100%) of the Contract amount to guarantee payment of all claims for labor and materials furnished. As changes to the Contract occur via approved Change Orders, the CONTRACTOR shall assure that the amounts of the Bonds are adjusted to maintain 100% of the Contract Price. This Contract shall not become effective until such Bonds are supplied to and approved by OC SAN. Bonds must be issued by a Surety authorized by the State Insurance Commissioner to do business in California. The Performance Bond shall remain in full force and effect through the warranty period, as specified in Section 19 below. All Bonds required to be submitted relating to this Contract must comply with California Code of Civil Procedure Section 995.630. Each Bond shall be executed in the name of the Surety insurer under penalty of perjury, or the fact of execution of each Bond shall be duly acknowledged before an officer authorized to take and certify acknowledgments, and either one of the following conditions shall be satisfied:

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of

the insurer entitling or authorizing the person who executed the Bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or

B. A copy of a valid power of attorney is attached to the Bond.

SECTION – 16 INSURANCE

CONTRACTOR shall purchase and maintain, for the duration of the Contract, insurance against claims for injuries to persons, or damages to property which may arise from or in connection with the performance of the Work hereunder, and the results of that Work by CONTRACTOR, its agents, representatives, employees, or Subcontractors, in amounts equal to the requirements set forth below. CONTRACTOR shall not commence Work under this Contract until all insurance required under this Section is obtained in a form acceptable to OC SAN, nor shall CONTRACTOR allow any Subcontractor to commence Work on a subcontract until all insurance required of the Subcontractor has been obtained. CONTRACTOR shall maintain all of the foregoing insurance coverages in force through the point at which the Work under this Contract is fully completed and accepted by OC SAN pursuant to the provisions of the General Conditions, "Final Acceptance and Final Completion". Furthermore, CONTRACTOR shall maintain all of the foregoing insurance coverages in full force and effect throughout the warranty period, commencing on the date of Final Acceptance. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of OC SAN by CONTRACTOR under Section 17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, inclusive of all changes to the Contract Documents made in accordance with the provisions of the General Conditions, "Request for Change (Changes at CONTRACTOR's Request)" and/or "OWNER Initiated Changes", the following insurance in amounts not less than the amounts specified. OC SAN

reserves the right to amend the required limits of insurance commensurate with the CONTRACTOR's risk at any time during the course of the Project. No vehicles may enter OC SAN premises/worksite without possessing the required insurance coverage.

CONTRACTOR's insurance shall also comply with all insurance requirements prescribed by agencies from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Parties"). The Special Provisions may list such requirements and sample forms and requirements from such Third Parties may be included in an attachment to the General Requirements. CONTRACTOR bears the responsibility to discover and comply with all requirements of Third Parties, including meeting specific insurance requirements, that are necessary for the complete performance of the Work. To the extent there is a conflict between the Third Parties' insurance requirements and those set forth by OC SAN herein, the requirement(s) providing the more protective coverage for both OC SAN and the Third Parties shall control and be purchased and maintained by CONTRACTOR.

If CONTRACTOR maintains higher limits than the minimums shown in this Section, OC SAN requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OC SAN, its or their officers, agents, or employees, and any other contractor or subcontractor performing Work or rendering services on behalf of OC SAN in connection with the planning, development and construction of the Project. In all its insurance coverages (except for Professional Liability/Errors and Omissions coverages, if applicable) related to the Work, CONTRACTOR shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OC SAN, its or their officers, agents, or employees, or any other contractor or subcontractor performing Work or

rendering services at the Project. Where permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its Subcontractors of every tier. A waiver of subrogation shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

A. Limits of Insurance

1. General Liability: Two Million Dollars (\$2,000,000) per occurrence and a general aggregate limit of Four Million Dollars (\$4,000,000) for bodily injury, personal injury and property damage. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit. Coverage shall include each of the following:
 - a. Premises-Operations.
 - b. Products and Completed Operations, with limits of at least Two Million Dollars (\$2,000,000) per occurrence and a general aggregate limit of Four Million Dollars (\$4,000,000) which shall be in effect at all times during the warranty period set forth in the Warranty section herein, and as set forth in the General Conditions, "Warranty (CONTRACTOR's Guarantee)", plus any additional extension or continuation of time to said warranty period that may be required or authorized by said provisions. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit.
 - c. Broad Form Property Damage, expressly including damage arising out of explosion, collapse, or underground damage.

- d. Contractual Liability, expressly including the indemnity provisions assumed under this Contract.
- e. Separation of Insured Clause, providing that coverage applies separately to each insured, except with respect to the limits of liability.
- f. Independent CONTRACTOR's Liability.

To the extent first dollar coverage, including defense of any claim, is not available to OC SAN or any other additional insured because of any SIR, deductible, or any other form of self insurance, CONTRACTOR is obligated to assume responsibility of insurer until the deductible, SIR or other condition of insurer assuming its defense and/or indemnity has been satisfied.

CONTRACTOR shall be responsible to pay any deductible or SIR.

- g. If a crane will be used, the general liability insurance will be endorsed to add Riggers Liability coverage or its equivalent to cover the usage of the crane and exposures with regard to the crane operators, riggers and others involved in using the crane.
 - h. If divers will be used, the general liability insurance will be endorsed to cover marine liability or its equivalent to cover the usage of divers.
2. Automobile Liability: The CONTRACTOR shall maintain a policy of automobile liability insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limit of liability coverage: combined single limit of One Million Dollars (\$1,000,000) for bodily injury, personal injury, and property damage.
3. Umbrella Excess Liability: The minimum limits of general liability and automobile liability insurance required, as set forth above, shall be provided for either in a single policy of primary insurance or a combination of policies of primary and umbrella

excess coverage. Excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.

4. Drone Liability Insurance: If a drone will be used, drone liability insurance must be maintained by CONTRACTOR in the amount of One Million Dollars (\$1,000,000) in a form acceptable to OC SAN.
5. Workers' Compensation/Employer's Liability: CONTRACTOR shall provide such workers' compensation insurance as required by the Labor Code of the State of California, including employer's liability with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage with regard to Jones Act claims.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by OC SAN. At the option of OC SAN, either: the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OC SAN, its Directors, officers, agents, consultants, and employees; or CONTRACTOR shall provide a financial guarantee satisfactory to OC SAN guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provisions

1. Each such policy of general liability insurance and automobile liability insurance shall be endorsed to contain, the following provisions:
 - a. OC SAN, its directors, officers, agents, consultants, and employees, and all public agencies from whom permits will be obtained, and their directors, officers, agents, and employees are hereby declared to be additional insureds

under the terms of this policy, but only with respect to the operations of CONTRACTOR at or from any of the sites of OC SAN in connection with this Contract, or acts and omissions of the additional insured in connection with its general supervision or inspection of said operations related to this Contract.

- b. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by OC SAN shall be excess only and not contributing with insurance provided under this policy.

2. Cancellation and Policy Change Notice.

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

Said notices shall be mailed to OC SAN at:

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

- 3. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782(b).
- 4. If required by a public agency from whom permit(s) will be obtained, each policy of general liability insurance and automobile liability insurance shall be endorsed to specify by name the public agency and its legislative members, officers, agents, consultants, and employees, to be additional insureds.

D. Acceptability of Insurers

Insurers must have an "A-", or better, Policyholder's Rating, and a Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide. OC SAN recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best Rating Guide process. Nevertheless, OC SAN will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to OC SAN's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days written notice. Further, OC SAN will require CONTRACTOR to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONTRACTOR by OC SAN or its agent.

E. Verification of Coverage

CONTRACTOR shall furnish OC SAN with original certificates and mandatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by OC SAN before Work commences. OC SAN reserves the right to require complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these Specifications at any time.

F. Subcontractors

CONTRACTOR shall be responsible to establish insurance requirements for any Subcontractors hired by CONTRACTOR. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subcontractor's operations and work. OC SAN and any public agency issuing permits for the Project must be named as "Additional Insured" on any general liability or automobile liability policy obtained by a Subcontractor. The CONTRACTOR must obtain copies and maintain current versions of

all Subcontractors' policies, certificate of liability and mandatory endorsements effecting coverage. Upon request, CONTRACTOR must furnish OC SAN with the above referenced required documents.

G. Required Forms and Endorsements

1. Required ACORD Form

- a. Certificate of Liability ACORD Form 25 or other equivalent certificate of insurance form

2. Required Insurance Services Office, Inc. Endorsements (when alternative forms are shown, they are listed in order of preference)

In the event any of the following forms are cancelled by Insurance Services Office, Inc. (ISO), or are updated, the ISO replacement form or equivalent must be supplied.

- a. Commercial General Liability Form CG 00 01
- b. Additional Insured Including Products-Completed Operations Form CG 20 10 **and** Form CG 20 37
All other additional insured endorsements must be submitted for approval by OC SAN, and OC SAN may reject alternatives that provide different or less coverage to OC SAN.
- c. Waiver of Transfer of Rights of Recovery Against Others to Us/
Waiver of Subrogation Form CG 24 04

3. Required State Compensation Insurance Fund Endorsements

- a. Waiver of Subrogation Submit workers' compensation waiver of subrogation endorsement provided by carrier for OC SAN approval.
- b. Cancellation Notice No endorsement is required. However, CONTRACTOR is responsible for notifying OC SAN of any pending or actual insurance policy cancellation, as described in Article C.2., Cancellation and Policy Change Notice, above.

4. Additional Required Endorsements

a. Notice of Policy Termination

Manuscript Endorsement

SECTION – 17 RISK AND INDEMNIFICATION

All Work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR shall save, indemnify, defend, and keep OC SAN and others harmless as more specifically set forth in General Conditions, "General Indemnification".

SECTION – 18 TERMINATION

This Contract may be terminated in whole or in part in writing by OC SAN in the event of substantial failure by the CONTRACTOR to fulfill its obligations under this Agreement, or it may be terminated by OC SAN for its convenience provided that such termination is effectuated in a manner and upon such conditions set forth more particularly in General Conditions, "Termination for Default" and/or "Termination for Convenience", provided that no termination may be effected unless proper notice is provided to CONTRACTOR at the time and in the manner provided in said General Conditions. If termination for default or convenience is effected by OC SAN, an equitable adjustment in the price provided for in this Contract shall be made at the time and in the manner provided in the General Conditions, "Termination for Default" and "Termination for Convenience".

SECTION – 19 WARRANTY

The CONTRACTOR agrees to perform all Work under this Contract in accordance with the Contract Documents, including OC SAN's designs, Drawings and Specifications.

The CONTRACTOR guarantees for a period of at least one (1) year from the date of Final Acceptance of the Work, pursuant to the General Conditions, "Final Acceptance and Final Completion" that the completed Work is free from all defects due to faulty materials, equipment

or workmanship and that it shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. OC SAN shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, OC SAN may do so and charge the CONTRACTOR the cost incurred. The CONTRACTOR's warranty shall continue as to any corrected deficiency until the later of (1) the remainder of the original one-year warranty period; or (2) one year after acceptance by OC SAN of the corrected Work. The Performance Bond and the Payment Bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR's obligations under this clause are in addition to the CONTRACTOR's other express or implied assurances under this Contract, including but not limited to specific manufacturer or other extended warranties specified in the Plans and Specifications, or state law and in no way diminish any other rights that OC SAN may have against the CONTRACTOR for faulty materials, equipment or Work.

SECTION – 20 ASSIGNMENT

No assignment by the CONTRACTOR of this Contract or any part hereof, or of funds to be received hereunder, will be recognized by OC SAN unless such assignment has had prior written approval and consent of OC SAN and the Surety.

SECTION – 21 RESOLUTION OF DISPUTES

OC SAN and the CONTRACTOR shall comply with the provisions of California Public Contract Code Section 20104 et. seq., regarding resolution of construction claims for any Claims which arise between the CONTRACTOR and OC SAN, as well as all applicable dispute and Claims provisions as set forth in the General Conditions and as otherwise required by law.

SECTION – 22 SAFETY & HEALTH

CONTRACTOR shall comply with all applicable safety and health requirements mandated by federal, state, city and/or public agency codes, permits, ordinances, regulations, and laws, as well as these Contract Documents, including but not limited to the General Requirements, Section entitled “Safety” and Exhibit B Contractor Safety Standards.

OC SAN reserves the right to stop Work for violations of safety and health standards until the hazardous conditions are corrected. The right to stop Work includes the right to remove a contractor or its employees from the worksite.

[THIS SECTION LEFT INTENTIONALLY BLANK]

SECTION – 23 NOTICES

Any notice required or permitted under this Contract shall be served by personal delivery or by certified mail, return receipt requested, at the address set forth below. Unless specified elsewhere in the Contract Documents or otherwise required by law, any notice may alternatively be given by electronic telecommunication to the e-mail address set forth below. Any party whose address changes shall notify the other party in writing.

TO OC SAN: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018
Attn: Clerk of the Board
ocsanclerk@ocsan.gov

Copy to: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018
Attn: Construction Manager
rcuellar@ocsan.gov

Bradley R. Hogin, Esquire
Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626
bhogin@wss-law.com

TO CONTRACTOR: Archico Design Build Inc.
2010 North Tustin Avenue
Santa Ana, CA 92705
bids@archico.com

Copy to: Alan Arvi, President
Archico Design Build Inc.
2010 North Tustin Avenue
Santa Ana, CA 92705
alan@archico.com

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as the date first hereinabove written.

CONTRACTOR: Archico Design Build Inc.
2010 North Tustin Avenue
Santa Ana, CA 92705

By _____ Date _____

Printed Name

Its _____

CONTRACTOR's State License No. 987122 (Expiration Date – 1/31/2025)

OC SAN: Orange County Sanitation District

By _____ Date _____

Chad P. Wanke
Board Chairman

By _____ Date _____

Kelly A. Lore
Clerk of the Board

By _____ Date _____

Ruth Zintzun
Purchasing & Contracts Manager

CONFORMED

C-CA-020223

PROJECT NO. P2-127

COLLECTIONS YARD RELOCATION AND WAREHOUSE DEMOLITION AT PLANT NO. 2

EXHIBIT A
SCHEDULE OF PRICES

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SCHEDULE OF PRICES

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EXHIBIT A

SCHEDULE OF PRICES

EXA-1 BASIS OF COMPENSATION

CONTRACTOR will be paid the Contract Price according to the Schedule of Prices, and all other applicable terms and conditions of the Contract Documents.

EXA-2 PROGRESS PAYMENTS

Progress payments will be made in accordance with all applicable terms and conditions of the Contract Documents, including, but not limited to:

1. Contract Agreement – Section 11 – “Contract Price and Method of Payment;”
2. General Conditions – “Payment – General”;
3. General Conditions – “Payment – Applications for Payment”;
4. General Conditions – “Payment – Mobilization Payment Requirements;”
5. General Conditions – “Payment – Itemized Breakdown of Contract Lump Sum Prices”;
6. General Conditions – “Contract Price Adjustments and Payments”;
7. General Conditions – “Suspension of Payments”;
8. General Conditions – “OC SAN’s Right to Withhold Certain Amounts and Make Application Thereof”; and
9. General Conditions – “Final Payment.”

EXA-3 RETENTION AND ESCROW ACCOUNTS

A. Retention:

OC SAN shall retain a percentage of each progress payment to assure satisfactory completion of the Work. The amount to be retained from each progress payment shall be determined as provided in General Conditions – “Retained Funds; Substitution of Securities”. In all contracts between CONTRACTOR and its Subcontractors and/or Suppliers, the retention may not exceed the percentage specified in the Contract Documents.

B. Substitution of Securities:

CONTRACTOR may, at its sole expense, substitute securities as provided in General Conditions – “Retained Funds; Substitution of Securities.” Payment of Escrow Agent:

In lieu of substitution of securities as provided above, the CONTRACTOR may request and OC SAN shall make payment of retention earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities consistent with Government Code §16430 and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this article for securities deposited by the CONTRACTOR. Upon satisfactory completion of the Contract, the CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by the escrow agent from OC SAN, pursuant to the terms of this article. The CONTRACTOR shall pay to each Subcontractor, not later than twenty (20) calendar days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to ensure the performance of the Subcontractor. The escrow agreement used by the escrow agent pursuant to this article shall be substantially similar to the form set forth in §22300 of the California Public Contract Code.

C. Release of Retention:

Upon Final Acceptance of the Work, the CONTRACTOR shall submit an invoice for release of retention in accordance with the terms of the Contract.

D. Additional Deductibles:

In addition to the retentions described above, OC SAN may deduct from each progress payment any or all of the following:

1. Liquidated Damages that have occurred as of the date of the application for progress payment;
2. Deductions from previous progress payments already paid, due to OC SAN's discovery of deficiencies in the Work or non-compliance with the Specifications or any other requirement of the Contract;
3. Sums expended by OC SAN in performing any of the CONTRACTOR'S obligations under the Contract that the CONTRACTOR has failed to perform, and;
4. Other sums that OC SAN is entitled to recover from the CONTRACTOR under the terms of the Contract, including without limitation insurance deductibles and assessments.

The failure of OC SAN to deduct any of the above-identified sums from a progress payment shall not constitute a waiver of OC SAN's right to such sums or to deduct them from a later progress payment.

EXA-4 STOP PAYMENT NOTICE

In addition to other amounts properly withheld under this article or under other provisions of the Contract, OC SAN shall retain from progress payments otherwise due the CONTRACTOR an amount equal to one hundred twenty-five percent (125%) of the amount claimed under any stop payment notice under Civil Code §9350 et. seq. or other lien filed against the CONTRACTOR for labor, materials, supplies, equipment, and any other thing of value claimed to have been furnished to and/or incorporated into the Work; or for any other alleged contribution thereto. In addition to the foregoing and in accordance with Civil Code §9358 OC SAN may also satisfy its duty to withhold funds for stop payment notices by refusing to release funds held in escrow pursuant to public receipt of a release of stop payment notice executed by a stop payment notice claimant, a stop payment notice release bond, an order of a court of competent jurisdiction, or other evidence satisfactory to OC SAN that the CONTRACTOR has resolved such claim by settlement.

EXA-5 PAYMENT TO SUBCONTRACTORS

Requirements

1. The CONTRACTOR shall pay all Subcontractors for and on account of Work performed by such Subcontractors, not later than seven (7) days after receipt of each progress payment as required by the California Business and Professions Code §7108.5. Such payments to Subcontractors shall be based on the measurements and estimates made pursuant to article progress payments provided herein.
2. Except as specifically provided by law, the CONTRACTOR shall pay all Subcontractors any and all retention due and owing for and on account of Work performed by such Subcontractors not later than seven (7) days after CONTRACTOR'S receipt of said retention proceeds from OC SAN as required by the California Public Contract Code §7107.

EXA-6 PAYMENT OF TAXES

Unless otherwise specifically provided in this Contract, the Contract Price includes full compensation to the CONTRACTOR for all taxes. The CONTRACTOR shall pay all federal, state, and local taxes, and duties applicable to and assessable against any Work, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. The CONTRACTOR shall ascertain and pay the taxes when due. The CONTRACTOR will maintain auditable records, subject to OC SAN reviews, confirming that tax payments are current at all times.

EXA-7 FINAL PAYMENT

After Final Acceptance of the Work, as more particularly set forth in the General Conditions, "Final Acceptance and Final Completion", and after Resolution of the Board authorizing final payment and satisfaction of the requirements as more particularly set forth in General Conditions – "Final Payment", a final payment will be made as follows:

1. Prior to Final Acceptance, the CONTRACTOR shall prepare and submit an application for Final Payment to OC SAN, including:
 - a. The proposed total amount due the CONTRACTOR, segregated by items on the payment schedule, amendments, Change Orders, and other bases for payment;
 - b. Deductions for prior progress payments;
 - c. Amounts retained;
 - d. A conditional waiver and release on final payment for each Subcontractor (per Civil Code Section 8136);
 - e. A conditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8136);
 - f. List of Claims the CONTRACTOR intends to file at that time or a statement that no Claims will be filed,
 - g. List of pending unsettled claims, stating claimed amounts, and copies of any and all complaints and/or demands for arbitration received by the CONTRACTOR; and
 - h. For each and every claim that resulted in litigation or arbitration which the CONTRACTOR has settled, a conformed copy of the Request for Dismissal with prejudice or other satisfactory evidence the arbitration is resolved.
2. The application for Final Payment shall include complete and legally effective releases or waivers of liens and stop payment notices satisfactory to OC SAN, arising out of or filed in connection with the Work. Prior progress payments shall be subject to correction in OC SAN's review of the application for Final Payment. Claims filed with the application for Final Payment must be otherwise timely under the Contract and applicable law.
3. Within a reasonable time, OC SAN will review the CONTRACTOR'S application for Final Payment. Any recommended changes or corrections will then be forwarded to the CONTRACTOR. Within ten (10) calendar days after receipt of recommended changes from OC SAN, the CONTRACTOR

will make the changes, or list Claims that will be filed as a result of the changes, and shall submit the revised application for Final Payment. Upon acceptance by OC SAN, the revised application for Final Payment will become the approved application for Final Payment.

4. If no Claims have been filed with the initial or any revised application for Final Payment, and no Claims remain unsettled within thirty-five (35) calendar days after Final Acceptance of the Work by OC SAN, and agreements are reached on all issues regarding the application for Final Payment, OC SAN, in exchange for an executed release, satisfactory in form and substance to OC SAN, will pay the entire sum found due on the approved application for Final Payment, including the amount, if any, allowed on settled Claims.
5. The release from the CONTRACTOR shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of OC SAN are specifically reserved, and shall release and waive all unreserved Claims against OC SAN and its officers, directors, employees and authorized representatives. The release shall be accompanied by a certification by the CONTRACTOR that:
 - a. It has resolved all Subcontractors, Suppliers and other Claims that are related to the settled Claims included in the Final Payment;
 - b. It has no reason to believe that any party has a valid claim against the CONTRACTOR or OC SAN which has not been communicated in writing by the CONTRACTOR to OC SAN as of the date of the certificate;
 - c. All warranties are in full force and effect, and;
 - d. The releases and the warranties shall survive Final Payment.
6. If any claims remain open, OC SAN may make Final Payment subject to resolution of those claims. OC SAN may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the sum of the amounts of the open claims, and one hundred twenty-five percent (125%) of the amounts of open stop payment notices referred to in article entitled stop payment notices herein.
7. The CONTRACTOR shall provide an unconditional waiver and release on final payment from each Subcontractor and Supplier providing Work under the Contract (per Civil Code Section 8138) and an unconditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8138) within thirty (30) days of receipt of Final Payment.

EXA-8 DISCOVERY OF DEFICIENCIES BEFORE AND AFTER FINAL PAYMENT

Notwithstanding OC SAN's acceptance of the application for Final Payment and irrespective of whether it is before or after Final Payment has been made, OC SAN shall not be precluded from subsequently showing that:

1. The true and correct amount payable for the Work is different from that previously accepted;
2. The previously accepted Work did not in fact conform to the Contract requirements, or;
3. A previous payment or portion thereof for Work was improperly made.

OC SAN also shall not be stopped from demanding and recovering damages from the CONTRACTOR, as appropriate, under any of the foregoing circumstances as permitted under the Contract or applicable law.

ATTACHMENT 1 – CERTIFICATION FOR REQUEST FOR PAYMENT

I hereby certify under penalty of perjury as follows:

That the claim for payment is in all respects true, correct; that the services mentioned herein were actually rendered and/or supplies delivered to OC SAN in accordance with the Contract.

I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to OC SAN a false claim for payment or approval.

A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other remedies which OC SAN may have either under contract or law.

I hereby further certify, to the best of my knowledge and belief, that:

1. The amounts requested are only for performance in accordance with the Specifications, terms, and conditions of the Contract;
2. Payments to Subcontractors and Suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification;
3. This request for progress payments does not include any amounts which the prime CONTRACTOR intends to withhold or retain from a Subcontractor or Supplier in accordance with the terms and conditions of the subcontract; and
4. This certification is not to be construed as Final Acceptance of a Subcontractor’s performance.

Name

Title

Date

CONFORMED

C-EXA-062221
PROJECT NO. P2-127

COLLECTIONS YARD RELOCATION AND WAREHOUSE DEMOLITION AT PLANT NO. 2

ATTACHMENT 2 – SCHEDULE OF PRICES

See next pages from the Bid Submittal Forms (Archico Design Build Inc.)

BF-14 Schedule of Prices, Pages 1-2

Bid Submitted By: Archico Design Build Inc
(Name of Firm)

BF-14 SCHEDULE OF PRICES

INSTRUCTIONS

A. General

For Unit Prices, it is understood that the following quantities are approximate only and are solely for the purpose of estimating the comparison of Bids, and that the actual value of Work will be computed based upon the actual quantities in the completed Work, whether they be more or less than those shown. CONTRACTOR's compensation for the Work under the Contract Documents will be computed based upon the lump sum amount of the Contract at time of award, plus any additional or deleted costs approved by OC SAN via approved Change Orders, pursuant to the Contract Documents.

Bidder shall separately price and accurately reflect costs associated with each line item, leaving no blanks. Any and all modifications to the Bid must be initialed by an authorized representative of the Bidder in accordance with the Instructions to Bidders, Preparation of Bid.

Bidders are reminded of Instruction to Bidders, Discrepancy in Bid Items, which, in summary, provides that the total price for each item shall be based on the Unit Price listed for each item multiplied by the quantity; and the correct Total Price for each item shall be totaled to determine the Total Amount of Bid.

All applicable costs including overhead and profit shall be reflected in the respective unit costs and the TOTAL AMOUNT OF BID. The Bid price shall include all costs to complete the Work, including profit, overhead, etc., unless otherwise specified in the Contract Documents. All applicable sales taxes, state and/or federal, and any other special taxes, patent rights or royalties shall be included in the prices quoted in this Bid.

B. Basis of Award

AWARD OF THE CONTRACT WILL BE MADE ON THE BASIS OF THE LOWEST RESPONSIVE AND RESPONSIBLE BID.

Note 1: Base Bid. Includes all costs necessary to furnish all labor, materials, equipment and services for the construction of the Project per the Contract Documents.

Bid Submitted By: Archico Design Build Inc
 (Name of Firm)

SCHEDULE OF PRICES

BASE BID ITEMS (Refer to Note 1 in the Instructions):

Item No.	Description	Unit of Measurement	Extended Price
1.	Mobilization: This item shall include all fees, labor, materials, and equipment required for all mobilization activities performed by the CONTRACTOR in accordance with the Contract Documents.	Lump Sum	\$160,000
2.	Shoring: This item includes all labor, materials and equipment necessary for the completion of the shoring, in conformance with the Contract Documents.	Lump Sum	\$ 20,000.00
3.	Contract Work: This item includes all labor, materials and equipment necessary for the completion of the Contract Work, except for the work specified in Bid Items 1, 2, and 4, in conformance with the Contract Documents.	Lump Sum	\$ 6,240,000.00
4.	Demobilization: This item includes all demobilization activities performed by the CONTRACTOR including, but not limited to, moving out, submittal and acceptance of As-Built Drawings, and final cleanup and restoration of the staging area to its original condition upon Final Completion, in conformance with the Contract Documents.	Lump Sum	\$80,000

TOTAL AMOUNT OF BID (BASIS OF AWARD)

\$ 6,500,000.00

Six Million Five Hundred Thousand Dollars

Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127

Presented by:
Eros Yong
Engineering
Manager

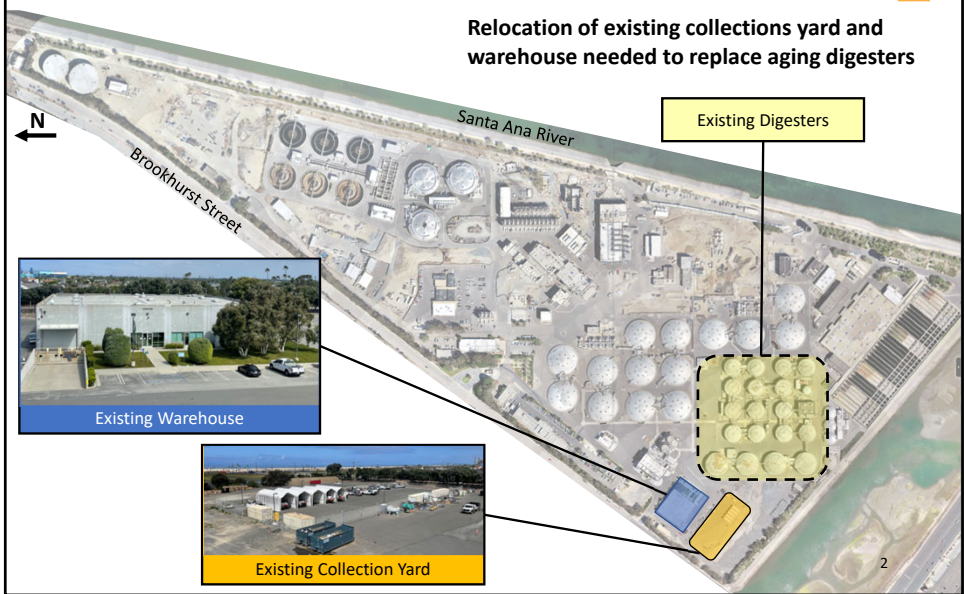
Operations
Committee
July 5, 2023



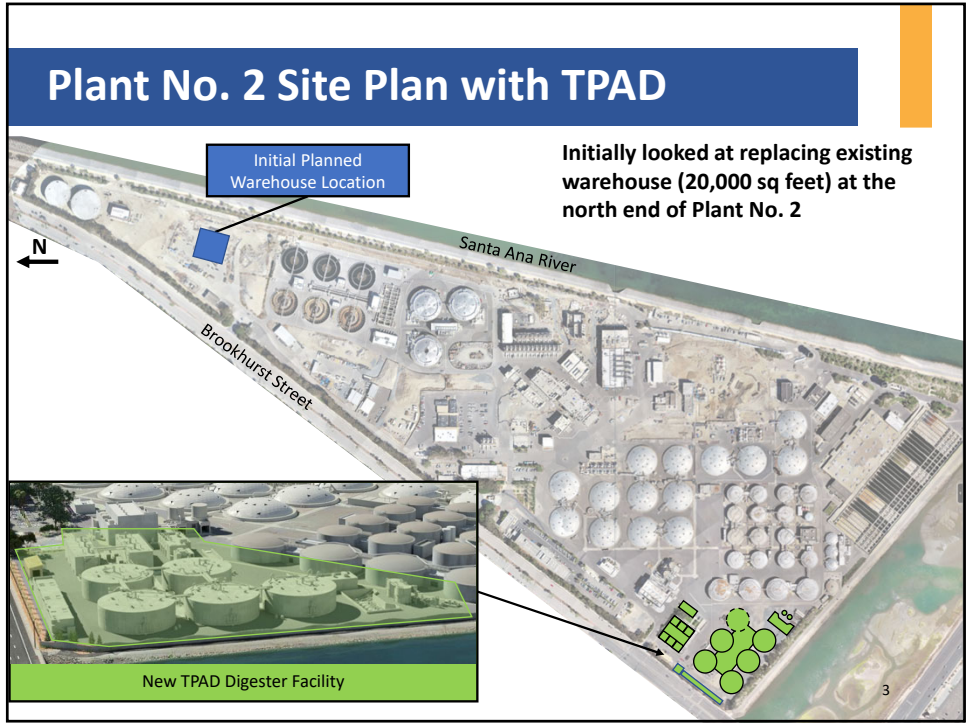
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Plant No. 2 Existing Site Plan

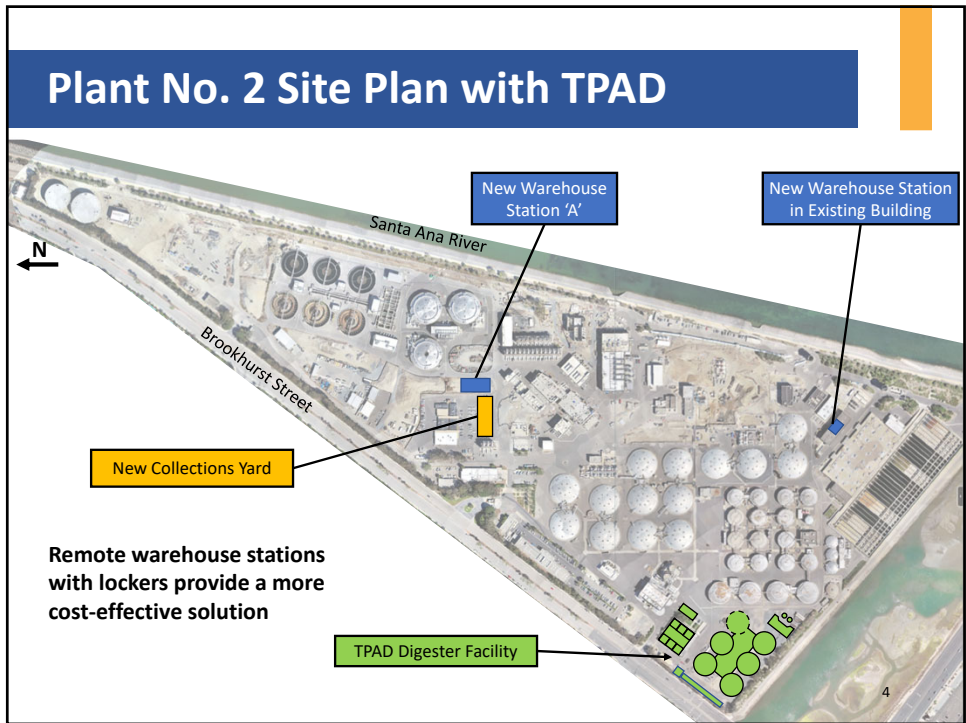
Relocation of existing collections yard and warehouse needed to replace aging digesters



2

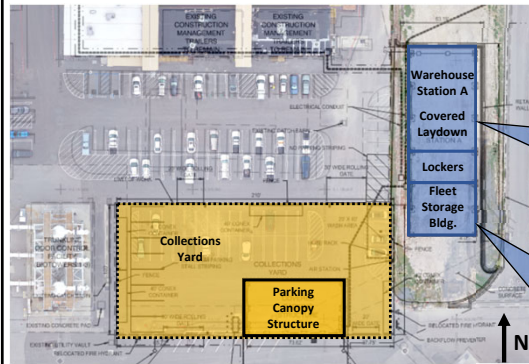


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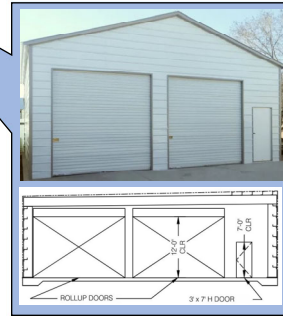
Warehouse Station A



Covered Laydown Area



Fleet Storage Building



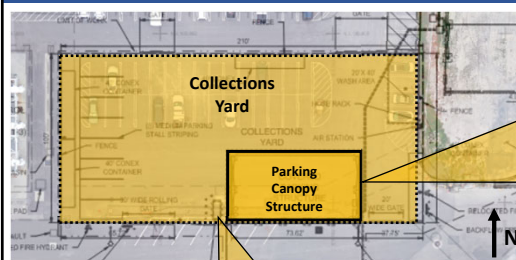
Warehouse Station A (50ft x 140ft) Features:

- Outdoor covered laydown area: 50ft x 75ft
- Locker area: 50ft x 25ft
- Enclosed fleet storage building: 50ft x 40ft
- Fully fenced with privacy slats
- Utilities: Electrical, access control, and CCTV

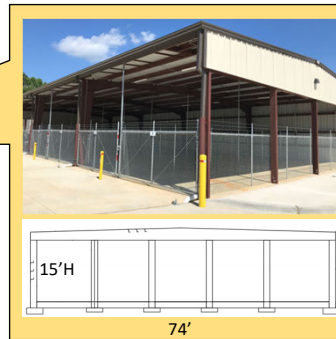
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5

Collections Yard



Parking Canopy Structure



Slow Fill Compressed Natural Gas



Collections Yard Features

- Collections Yard: 100ft x 200ft
- Covered vehicle area: 40ft x 74ft
- Fully fenced with privacy slats
- Utilities: Electrical, access control and CCTV
- Wash down area, tire filling, and vacuum

6

6

Bid Results

Engineer's Estimate	\$ 4,466,366
---------------------	--------------

Bidder	Amount
Fasone Construction, Inc.	\$ 5,675,000
Archico Design Build, Inc.	\$ 6,500,000
M.S. Construction Management Group	\$ 6,534,709
Nationwide General Construction Services	\$ 6,837,360
Kazoni, Inc.	\$ 8,411,000

- Lowest bidder, Fasone Construction, Inc., found non-responsive
- Protest received, however found without merit
- Recommend award to Archico Design Build Inc.

7

7

Project Budget Request

Current project budget insufficient to cover award and construction contingency amounts.

Subject	Amount
Current Project Budget	\$6,700,000
Construction Cost	\$6,500,000
Construction Contingency (10%)	\$650,000
Total Requested Project Budget	\$8,800,000

Total Project Budget Increase Request = \$2,100,000

8

8

Recommendation

Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127;
- B. Receive and file Orange County Sanitation District's Notice of Intent to Award dated June 2, 2023;
- C. Receive and file Award Protest from Fasone Construction, Inc. dated June 8, 2023 concerning award to Archico Design Build Inc.;
- D. Receive and file the Award Protest Response letter from Archico Design Build Inc. dated June 14, 2023 responding to the award protest;

9

9


Recommendation

- E. Receive and file Orange County Sanitation District's determination letter dated June 22, 2023 to Fasone Construction, Inc. responding to award protest;
- F. Approve a project budget increase of \$2,100,000 for Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127, for a new total project budget of \$8,800,000;
- G. Award a Construction Contract to Archico Design Build Inc. for Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127, for a total amount not to exceed \$6,500,000; and
- H. Approve a construction contingency of \$650,000 (10%).

10

10

Questions



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11



ADMINISTRATION COMMITTEE

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

Agenda Report

File #: 2023-3103

Agenda Date: 7/26/2023

Agenda Item No: 9.

FROM: Robert Thompson, General Manager
Originator: Wally Ritchie, Director of Finance

SUBJECT:

RENEW VMWARE ENTERPRISE LICENSE AGREEMENT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a Purchase Order to Nth Generation for the purchase of the VMWare Enterprise License Agreement (ELA) Subscription Upgrade and Renewal for a three (3) year term using the NASPO ValuePoint Master Agreement No. AR2472, California Contract # 7-17-70-40-05, for a total amount not to exceed \$574,585 plus applicable sales tax; and
- B. Approve a contingency in the amount of \$57,458 (10%).

BACKGROUND

Orange County Sanitation District's (OC San) current VMWare ELA is ending in August 2023. VMWare is used at OC San for server and desktop virtualization in the Office and Industrial Control Systems computing environments. Virtualization is technology used to create a virtual presentation of servers, storage, networks, and other physical machines. OC San relies on server virtualization technologies to maximize server resources, and application and data availability. It provides high availability and resiliency, increases efficiency, and reduces expenses.

RELEVANT STANDARDS

- Protect OC San assets
- Ensure the public's money is wisely spent
- 24/7/365 treatment plant reliability
- Maintain a culture of improving efficiency to reduce the cost to provide the current service level or standard

PROBLEM

The current VMWare ELA expires in August 2023. A lapse in coverage could potentially impact OC San's computing environments.

PROPOSED SOLUTION

Renew the VMWare Enterprise License Agreement.

TIMING CONCERNS

VMWare ELA renewal is imperative for the continued support and safety of plant operations.

RAMIFICATIONS OF NOT TAKING ACTION

A decision not to renew OC San’s VMWare ELA means the solution would no longer be supported and OC San would be unable to apply security patches or use VMWare products legally.

PRIOR COMMITTEE/BOARD ACTIONS

July 2018 - Authorized a Purchase Order Contract with Nth Generation Computing for VMWare Licenses and Support, Specification Number S-2018-954BD-R, for a five-year contract with a total amount not to exceed \$595,272; and approved a contingency of \$59,527 (10%).

ADDITIONAL INFORMATION

OC San solicited pricing from four (4) cooperative contracts and received three (3) responses. The first response was from Nth Generation via NASPO ValuePoint Master Agreement No. AR2472, California Contract # 7-17-70-40-05 for \$574,584.96. The second response was from Insight Public Sector via the Omnia Partners cooperative contract for \$601,744.57, and the third response was from Carahsoft via NASPO Cloud Solutions - CA: 7-17-70 cooperative contract for \$640,709.48. The list price for the VMware subscription is \$1,120,822.

The following is a list of the firms that submitted a bid:

Company Name	Pricing
Nth Generation	\$574,584.96
Insight	\$601,744.57
Carahsoft	\$640,709.48

Staff evaluated the prices and recommends approving the Purchase Order to Nth Generation. The term of this Purchase Order will be upon the effective date of the Notice to Proceed. OC San is utilizing NASPO ValuePoint Master Agreement No. AR2471, California Contract # 7-17-70-40-05 with Nth Generation under Ordinance No. OC SAN-56, Section 2.03(B), Cooperative Purchases.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the OC San's Purchasing Ordinance. This item has been budgeted (FY2022-23 & 2023-24 Budget).

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

N/A



ADMINISTRATION COMMITTEE

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

Agenda Report

File #: 2023-3104

Agenda Date: 7/26/2023

Agenda Item No: 10.

FROM: Robert Thompson, General Manager
Originator: Wally Ritchie, Director of Finance

SUBJECT:

WASTEWATER REFUNDING REVENUE OBLIGATIONS, SERIES 2023A AND SERIES 2024A

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Authorize the General Manager to issue new fixed rate Certificates of Participation, to be referred to as Wastewater Refunding Revenue Obligations, in an amount sufficient to refund up to \$39,180,000 of Wastewater Refunding Revenue Obligations, Series 2014A; and
- B. Authorize the General Manager to issue new fixed rate Certificates of Participation, to be referred to as Wastewater Refunding Revenue Obligations, in an amount sufficient to refund up to \$127,510,000 of Wastewater Refunding Revenue Obligations, Series 2015A.

BACKGROUND

A portion of Orange County Sanitation District’s (OC San) debt portfolio will soon be subject to optional redemption. As interest rates are lower than the coupons on the outstanding debt, there is the potential opportunity to refinance the outstanding debt to reduce interest costs for OC San. The Wastewater Refunding Revenue Obligations Series 2014A (2014 Revenue Obligations) are subject to optional redemption on February 1, 2024 and the Wastewater Refunding Revenue Obligations Series 2015A (2015 Revenue Obligations) are subject to optional redemption on August 1, 2024. Under current market conditions, a refunding of the outstanding \$39,180,000 of 2014 Revenue Obligations would generate more than 3% net present value savings (the minimum percentage required by OC San’s debt policy) and a refunding of the outstanding \$127,510,000 of 2015 Revenue Obligations would also generate more than 3% net present value savings.

RELEVANT STANDARDS

- OC San Debt Policy - Financial Management and Procedure 201-3-1; net present value savings are at least three (3) percent of the par amount of the refunded bonds from refunding outstanding bonds

PROBLEM

The 2014 Revenue Obligations and 2015 Revenue Obligations are currently accruing interest at 5.00% rates, which are higher than current market yields. The 2014 Revenue Obligations will soon be available for optional redemption on February 1, 2024 and not refunding the 2014 Revenue Obligations on, or before, such date would result in OC San paying above market rates on the 2014 Revenue Obligations. The 2015 Revenue Obligations will be available for optional redemption six months later than the 2014 Revenue Obligations, on August 1, 2024, and not refunding the 2015 Revenue Obligations on, or before, such date would result in OC San paying above market rates on the 2015 Revenue Obligations.

PROPOSED SOLUTION

Assuming current market conditions as of June 28, 2023, OC San could refund the 2014 Revenue Obligations for present value debt service savings, net of all costs, of approximately \$1.25 million (equal to 4.1% of refunded principal) with a refunding amortization structured with the objective of providing level annual debt service savings.

Assuming current market conditions as of June 28, 2023, OC San could refund the 2015 Revenue Obligations for present value debt service savings, net of all costs, of approximately \$20.92 million (equal to 16.4% of refunded principal) with a refunding amortization structured with the objective of providing level annual debt service savings.

TIMING CONCERNS

The Tax Cuts and Jobs Act of 2017 eliminated the ability of issuers to conduct advance refundings (more than 90 days prior to the optional redemption date) on a tax-exempt basis. Therefore, Tuesday, November 7, 2023 is the earliest practical closing date for a tax-exempt refinancing of the 2014 Revenue Obligations which is 86 days (90 days would be Friday, November 3, 2023; however, municipal bond transactions rarely close on Fridays or Mondays) before the February 1, 2024 optional redemption date. A refunding after February 1, 2024 would result in OC San continuing to pay interest costs above current market yields.

The earliest practical closing date for a tax-exempt refinancing of the 2015 Revenue Obligations is Tuesday, May 7, 2024 which is 86 days before the August 1, 2024 optional redemption date. A refinancing closing earlier than May 7, 2024 could be accomplished by means of a forward refunding or taxable refunding; however, those financing structures would subject OC San to higher borrowing cost which would reduce net present value savings by an estimated \$4.7-16.5 million from the \$20.92 million cited in the Proposed Solution section.

RAMIFICATIONS OF NOT TAKING ACTION

Not refunding the 2014 Revenue Obligations or the 2015 Revenue Obligations would result in OC San continuing to pay above market interest costs.

PRIOR COMMITTEE/BOARD ACTIONS

December 2021 - Approved Resolution No. OC SAN 21-23, authorizing the execution and delivery by the District of an Installment Purchase Agreement, a Trust Agreement, and a Continuing Disclosure Agreement in connection with the Orange County Sanitation District Wastewater Refunding Revenue Obligations, Series 2022A, authorizing the execution and delivery of such Revenue Obligations evidencing principal in an aggregate amount of not to exceed \$107,315,000, approving a Notice of Intention to Sell, authorizing the distribution of an Official Notice Inviting Bids and an Official Statement in connection with the offering and sale of such Revenue Obligations and authorizing the execution of necessary documents and related actions.

May 2021 - Approved Resolution No. OC SAN 21-09, authorizing the execution and delivery by the District of an Installment Purchase Agreement, a Trust Agreement, a Continuing Disclosure Agreement and Escrow Agreements in connection with the Orange County Sanitation District Wastewater Refunding Revenue Obligations, Series 2021A, authorizing the execution and delivery of such Revenue Obligations evidencing principal in an aggregate amount of not to exceed \$163,775,000, approving a Notice of Intention to Sell, authorizing the distribution of an Official Notice Inviting Bids and an Official Statement in connection with the offering and sale of such Revenue Obligations and authorizing the execution of necessary documents and related actions.

ADDITIONAL INFORMATION

Outstanding Revenue Obligations

OC San currently has eight series of debt issuances outstanding (including the 2014 Revenue Obligations and 2015 Revenue Obligations) in the par amount of \$789,750,000 as shown in the table below:

	Outstanding Par Amount ⁽¹⁾
Series 2022A Refunding	\$81,620,000
Series 2021A Refunding	111,770,000
Series 2017A Refunding	65,815,000
Series 2016A Refunding	126,855,000
Series 2015A Refunding⁽²⁾	127,510,000
Series 2014A Refunding⁽³⁾	39,180,000
Series 2010C	157,000,000
Series 2010A	80,000,000
Total:	\$789,750,000

(1) As of June 30, 2023

(2) 2015 Revenue Obligations

(3) 2014 Revenue Obligations

Depending on market conditions, staff is proposing to refund in November 2023 up to \$39,180,000 of the 2014 Revenue Obligations maturing in years 2024 through 2027 with annual coupon rates of 5.00%, as shown in the table below:

Series	Maturity	Principal Amount	Coupon
2014A	02/01/2024	\$ 9,085,000	5.00%
2014A	02/01/2025	\$ 9,545,000	5.00%
2014A	02/01/2026	\$ 10,025,000	5.00%
2014A	02/01/2027	\$ 10,525,000	5.00%
	Total:	\$ 39,180,000	

Depending on market conditions, staff is proposing to refund in May 2024 up to \$127,510,000 of the 2015 Revenue Obligations maturing in years 2028 through 2031 and 2034 through 2037 with annual coupon rates of 5.00%, as shown in the table below:

Series	Maturity	Principal Amount	Coupon
2015A	02/01/2028	\$15,240,000	5.00%
2015A	02/01/2029	16,045,000	5.00%
2015A	02/01/2030	15,965,000	5.00%
2015A	02/01/2031	6,215,000	5.00%
2015A	02/01/2034	17,180,000	5.00%
2015A	02/01/2035	18,040,000	5.00%
2015A	02/01/2036	18,940,000	5.00%
2015A	02/01/2037	19,885,000	5.00%
	Total:	\$127,510,000	

Timeline

Assuming that the Board of Directors approves pursuing the refinancing of the 2014 Revenue Obligations and the 2015 Revenue Obligations, staff will return to the Administration Committee in September 2023 and March 2024 with financing documents for final approval to complete the refinancing for the 2014 Revenue Obligations and 2015 Revenue Obligations, respectively. The refinancing of the 2014 Revenue Obligations and 2015 Revenue Obligations are expected to close in November 2023 and May 2024, respectively. For each refinancing, there is the possibility that interest rates may change at the time of approval of the financing documents and based on then market conditions, staff may recommend a modified refinancing plan. The refundings of the 2014 Revenue Obligations and 2015 Revenue Obligations will be sold on a competitive basis in order to obtain the lowest financing costs possible.

Staff and consultants will be available to answer any questions at the Administration Committee meeting.

The following summarizes the remaining major steps to be completed for the debt refinancings:

September 2023 (2014 Revenue Obligations):

- Board approval of legal and disclosure documents
- Financing Corporation approval of legal and disclosure documents
- Request ratings from bond rating agencies

October 2023 (2014 Revenue Obligations):

- Receive ratings from rating agencies
- Marketing and sale through a competitive sale process

November 2023 (2014 Revenue Obligations):

- Closing
- Begin debt administration

March 2024 (2015 Revenue Obligations):

- Board approval of legal and disclosure documents
- Financing Corporation approval of legal and disclosure documents
- Request ratings from bond rating agencies

April 2024 (2015 Revenue Obligations):

- Receive ratings from rating agencies
- Marketing and sale through a competitive sale process

May 2024 (2015 Revenue Obligations):

- Closing
- Begin debt administration

All costs involved with the refinancing, including costs for Norton Rose Fulbright, Special Counsel and Disclosure Counsel and Public Resources Advisory Group, Municipal Advisor, will be paid from the proceeds of the new refunding issues.

CEQA

N/A

FINANCIAL CONSIDERATIONS

N/A

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

N/A



ADMINISTRATION COMMITTEE

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

Agenda Report

File #: 2023-3105

Agenda Date: 7/26/2023

Agenda Item No: 11.

FROM: Robert Thompson, General Manager
Originator: Laura Maravilla, Director of Human Resources

SUBJECT:

2024 BENEFITS INSURANCE RENEWAL

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Approve the Orange County Sanitation District 2024 Benefits Insurance Renewal for an overall not-to-exceed amount of \$15,189,392, as specified below:

- A. WORKTERRA (medical, dental, and vision plans; and Employee Assistance Program [EAP]) - Not to Exceed \$13,316,662;
- B. The Standard (basic life, short- and long-term disability) - Not to Exceed \$497,246;
- C. The Standard (EMT & Manager disability) - Not to Exceed \$30,000;
- D. BenefitWallet (Health Savings Accounts [HSA]) - Not to Exceed \$42,000;
- E. BPAS / Voya (Health Reimbursement Arrangement [HRA]) - Not to Exceed \$189,000;
- F. WORKTERRA (retiree-paid health premiums, recouped from retirees through monthly payments) - Not to Exceed \$1,114,484; and
- G. Approve a contingency in the amount of \$759,470 (5%).

BACKGROUND

The Orange County Sanitation District (OC San) offers healthcare and welfare insurance benefits (plans) to employees and eligible dependents in accordance with collective bargaining agreements, personnel policies, and adopted resolutions.

The renewal date for OC San's plans is January 1 of each year, with preparations starting as early as April of the prior year and insurance contracts being finalized in August. Human Resources (HR) staff works closely with OC San's broker of record, Alliant, to market the plans as needed, negotiate with insurance carriers, and obtain the most cost-effective coverage for participants.

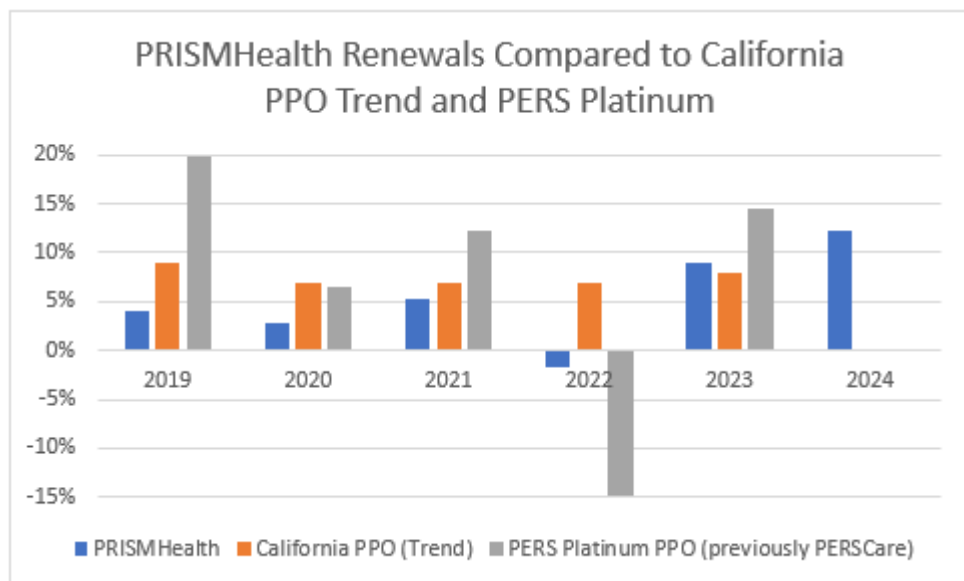
The total cost of insurance coverage for the 2024 Plan Year is \$15,189,392, which reflects an overall increase of 10.5%, or \$1,333,872, across all plans.

In prior years, the overall increase to insurance was 4.1% for Plan Year 2019, 0.1% for Plan Year 2020, -1.4% for Plan Year 2021, -8.8% for Plan Year 2022, and 8.4% for Plan Year 2023.

Over the years, HR has implemented ongoing cost-containment measures to include joining a risk-sharing pool under Public Risk Innovation, Solutions, and Management (PRISM) - formerly known as CSAC-EIA; evaluating utilization trends and making plan design changes; bundling insurance coverages; and competitively shopping options and negotiating rate guarantees.

The membership with PRISM, which was approved by the Board of Directors in 2015, has resulted in favorable insurance renewals since joining, in conjunction with OC San’s low health insurance utilization rates and claims history in the pool. This year, PRISM experienced a substantial rebound in utilization after the COVID-19 pandemic as members resumed seeking services, which has driven rates back up from early-pandemic lows. Actual experience and trends show conditions are being diagnosed at later stages due to the delay in care, resulting in more complex treatment and higher costs. In the medical industry as a whole, key factors driving medical inflation currently include rising supply chain costs, labor shortages, deferred care and the associated rebound in services, and the discontinuation of CARES Act payments to providers.

The following chart shows the annual PRISM medical insurance renewals compared to the overall California PPO trend as well as PERS Platinum PPO (previous PERSCare) for comparison purposes.



Employees share in the cost of medical and dental insurance in accordance with the current labor agreements. For medical insurance coverage, employees contribute 20% of the premium costs, with the exception of those enrolled in employee only HMO coverage who contribute 10% of the premium

cost. For dental coverage, all employees contribute 20% of the premium costs. OC San covers the cost of all other lines of coverage including vision, life, disability, EAP, HSA, and HRA.

OC San retirees have the option to remain on OC San's medical and/or dental insurance and pay 100% of their premiums. OC San incorporates the cost of this item in the insurance renewal as OC San pays in advance and is reimbursed by the retiree through monthly payments.

There is also a small segment of employees hired prior to July 1, 1988 who are eligible for OC San-paid medical insurance, for a limited duration, upon retirement as a result of a labor agreement during their time of employment. Retirees falling within this group receive 2.5 months of OC San-paid medical insurance for each year of continuous service. The number of employees eligible for this benefit continues to diminish through attrition, with 15 retirees currently receiving it, and 1 active employee who will be eligible for this benefit upon retirement.

RELEVANT STANDARDS

- Offer competitive compensation and benefits
- Comply with OC San Policy 4.1 - Insurance

PROBLEM

OC San has a contractual obligation to provide healthcare and welfare insurance benefits to employees and eligible dependents. The timeline to meet OC San's insurance renewal date of January 1 includes obtaining Board approval in July, finalizing insurance contracts in August, and holding the required benefits open enrollment period in October to provide employees and eligible dependents the opportunity to make changes to their benefit elections.

PROPOSED SOLUTION

Approve the benefits insurance renewal with the respective carriers and the contingency, as described above, to ensure continued coverage for employees and eligible dependents.

TIMING CONCERNS

Approval will ensure OC San meets the associated deadlines to finalize insurance contracts in August and continued coverage for OC San employees and eligible dependents.

RAMIFICATIONS OF NOT TAKING ACTION

Insurance would lapse resulting in the interruption of medical, dental, vision, EAP, life, and disability, HAS, and HRA coverage and services to employees and eligible dependents; and OC San would not be meeting its obligation to provide these benefits as provided for in collective bargaining agreements, personnel policies, and adopted resolutions.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

PRISM Risk Sharing Pool

In May 2015, the Board of Directors approved moving OC San's medical insurance from direct contracts with the carriers to joining the insurance risk sharing pool under PRISM. The association with PRISM resulted in immediate and future cost savings to OC San in medical insurance premiums and dictated a change from fiscal to calendar-based plan year, from January through December. Staff typically presents the benefits renewal information to the Board of Directors annually every July, for an effective date of January 1 of the year thereafter.

Medical Insurance

OC San's medical benefits are designed to help maintain wellness and protect employees and their families from major financial hardship in the event of non-work related illness or injury. OC San offers a choice of medical plans through Anthem Blue Cross and Kaiser Permanente.

HMO (Health Maintenance Organization) plans offer comprehensive coverage. Employees have a choice between the Anthem Blue Cross HMO or the Kaiser HMO plan. The PPO (Preferred Provider Organization) plan through Anthem Blue Cross offers a network of doctors and healthcare facilities that provide services to plan members at special discounted rates. OC San also offers two high deductible plans to eligible employees: a high deductible HMO plan through Kaiser and a high deductible PPO plan through Anthem Blue Cross.

Dental Insurance

OC San provides the Delta Dental plan to all benefit eligible employees.

Vision Insurance

OC San currently provides vision insurance to all benefit eligible employees through Vision Service Plan (VSP).

Basic Life Insurance

Life insurance provides protection for an employee's beneficiary in the event of death. All benefit eligible full-time and part-time employees automatically receive Basic Life and Accidental Death & Dismemberment insurance coverage. The benefit amount is \$50,000 for employees, and three times salary for managers and executives. Coverage is offered through The Standard.

Short-Term Disability Insurance

The short-term disability insurance plan protects employees when non-work related illness or injury makes it impossible for them to work for a short period of time. Under the plan, income may be continued for up to 26 weeks. OC San pays the entire cost of coverage for regular full-time and part-time employees. Coverage is offered through The Standard.

Long-Term Disability Insurance

The long-term disability insurance plan protects employees when a non-work related illness or injury makes it impossible for them to work for an extended period of time. Under the plan, employees who are disabled for more than 90 days are eligible to receive a benefit of 67% of their basic monthly pay up to \$5,000/month. OC San pays the entire cost of coverage for regular full-time and part-time employees with five or more years of service. Coverage is offered through The Standard.

Executive Disability

This additional long-term disability insurance plan provides increased income protection for executives and managers. Under the plan, eligible employees who are disabled for more than 90 days due to a non-work related illness or injury are eligible to receive an additional benefit of \$3,100/month. The first \$5,000/month is covered by the OC San group long-term disability plan benefit. Coverage is offered through The Standard.

Health Savings Account

Eligible employees who elect the Anthem High Deductible Health Plan (HDHP) are simultaneously enrolled in a Health Savings Account (HSA) which provides a method for the employee to save for health-related expenses. OC San currently makes an annual contribution to the HSA based on the increased deductible and the savings generated by employees electing the HDHP plan compared to the PPO plan.

Health Reimbursement Arrangement

Health Reimbursement Arrangement (HRA) enrollment is based on employee group, and only a subset of OC San's employee groups participate. This plan provides individual accounts for reimbursing participants and their eligible dependents for qualified medical expenses during retirement or following separation from OC San. OC San covers administrative costs up to \$30 per participant per year and makes a monthly contribution to employee accounts based on MOU and/or Resolution. Coverage is offered through BPAS/Voya.

Employee Assistance Program

The EAP plan protects employees and family members when they need help with personal problems such as marital and relationship problems, stress, anxiety, depression; grief and loss, or substance abuse. Coverage is offered through ComPsych.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. This item has been budgeted.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

N/A



STEERING COMMITTEE

Agenda Report

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

File #: 2023-3118

Agenda Date: 7/26/2023

Agenda Item No: 12.

FROM: Robert Thompson, General Manager

SUBJECT:

PUBLIC AFFAIRS UPDATE FOR THE MONTH OF JUNE 2023

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Receive and file the Public Affairs Update for the month of June 2023.

BACKGROUND

Included in this report are recent activities of interest managed by the Public Affairs Office for the month of June 2023.

RELEVANT STANDARDS

- Maintain influential legislative advocacy and a public outreach program
- Maintain collaborative and cooperative relationships with regulators, stakeholders, and neighboring communities
- Listen to and seriously consider community input on environmental concerns

PROBLEM

The Orange County Sanitation District (OC San) is well-recognized within the water/wastewater industry; however, within our service area, as we do not have direct communications through a billing method, there may be limited knowledge by our customers of the important work we do to protect public health and the environment. In general, the customers we serve may not realize that when they improperly dispose of waste into the sanitation system, it can negatively affect our sewer lines, our treatment plants, and the quality of water we supply for the GWRS.

PROPOSED SOLUTION

By providing tours, community outreach, education, and general communication via OC San's website, social media, and direct mailings, we can share information with the community, local agencies, and businesses on our messaging such as the What2Flush program, energy production, water recycling, biosolids, and OC San's source control program. This, in turn, helps improve the quality of wastewater that is recycled or released to the ocean and the knowledge and understanding of wastewater treatment.

RAMIFICATIONS OF NOT TAKING ACTION

If OC San does not inform the community, local agencies, and area businesses about OC San, we may not have the support necessary to deliver our mission.

PRIOR COMMITTEE/BOARD ACTIONS

July 2022 - Public Affairs Strategic Plan for Fiscal Year 2022-2024 approved.

ADDITIONAL INFORMATION

Activities for the month of June 2023:

Outreach Report

An outreach report that includes tours, website, social media posts, construction notifications, speaker engagements, and more is attached to this Agenda Report.

Social Media

OC San messaging, announcements, and program updates were posted across OC San's social media platforms.

- Facebook: 17 posts reaching 3k people
- Twitter: 15 posts reaching 1k people
- Instagram: 22 posts reaching 4.3k people
- LinkedIn: 9 posts and reaching 7k people

Media Coverage

During the month of June, OC San was mentioned in several articles including in the *OC Register*: How safe LA and Orange County beaches are in 2023, as graded by Heal the Bay; and Heal the Bay: Wet winter fouled the water for Southern California beaches. Heal the Bay also posted their Annual Beach Report Card & River Report Card 2022-2023. There was also an article on the GWRS in the OC Hispanic Chamber of Commerce newsletter and the 97th Award Ceremony for the California Water Environment Association in Investors Observers. These and other articles can be found in the Outreach Report.

Tours, Presentations, and Industry Coverage

In June, OC San hosted eight tours and three speaking engagements including the OC Green Expo. Staff gave a presentation on Asset Management during the CWEA Conference and presented at the Municipal Information Systems Association of California South California chapter on Creating, Implementing, and Testing Your Disaster Recovery Plan. Details can be found in the Outreach Report.

Honor Walk Recognition

On June 28, OC San hosted the Honor Walk Ceremony recognizing former employees Marc Dubois and Jack Ellis and former Board Members Larry Crandall and James Ferryman for their contributions to OC San over their tenure. The Honor Walk recipients have engraved bricks at the front entrance of OC San's Administration Building at Plant No. 1.

Construction Outreach

Outreach efforts continue for OC San construction activities throughout the service area. Projects are ongoing in Fountain Valley, Seal Beach, Westminster, Buena Park, Anaheim, and within both of OC San's treatment plants. Website updates, email text alerts, and direct notifications continue to be distributed as the projects progress. In June, over 2,500 people in Seal Beach, Los Alamitos, Rossmoor, and Anaheim received notifications.

Internal Communication

In June, there were 62 posts on the employee intranet -*The San Box*, four weekly emails distributed on hot topics for the week, and the employee newsletter, *The Pipeline*, was published at the end of June.

Awards

- The Government Finance Officers Association awarded OC San with the Certificate of Achievement for Excellence in Financial Reporting for the 2021-2022 Annual Comprehensive Financial Report. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by OC San and its management.
- OC San and OCWD won the Project Achievement Award for the GWRS from the Construction Management Association of America (CMAA).

Upcoming Activities for July:**Neighborhood Connection Newsletter**

The summer issue of OC San's community newsletter was distributed in July. The issue includes updates on infrastructure projects throughout the service area and both plants, OC San's budget process, the start of OC San in-person tours, and much more. The newsletter is distributed electronically to approximately 4,500 readers and shared on OC San's social media platforms.

Joint GWRS Staff Appreciation luncheon

OC San and OCWD are partnering to host a joint luncheon for staff to recognize their efforts in successfully completing the GWRS.

FINANCIAL CONSIDERATIONS

All items mentioned are included in OC San's FY 2022-2024 Budget.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Outreach & Media Report - June 2023

Outreach and Media Summary



June 2023

OC San Public Affairs Office

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LINKEDIN POSTINGS.....	PAGE 5
NEWS ARTICLES.....	PAGE 6

Outreach Report June 2023

Date	Tours	Attendees	Tour Guide
6/6/23	Garden Grove City Manager Tour	6	Riaz Moinuddin
6/13/23	Los Alamitos Mayor and family	2	Rob Thompson
6/14/23	Anaheim City Manager	1	Rob Thompson
6/24/23	Bible Study Fellowship International group	12	Rob Thompson
6/19/23	Placentia Mayor	3	Rob Thompson
6/20/23	Cal State Fullerton Nursing (virtual)	13	Mike Zedek
6/22/23	Cal State Fullerton CA Global Outreach	15	Cortney Light
6/29/23	Fullerton Mayor and Korean Delegation	20	Rob Thompson
Date	Speaking Engagements/Events	Attendees	Presenter
6/10/23	OC Green Expo	200	Giti Radvar/ Pegah Behravan/ Dana Andrews/ Kelly Newell
6/13/23	Asset Management presentation at CWEA Conference	40	Brian Waite
6/29/2023	IT presentation at MISAC conference	60	Loc Trang/ David Ngo
Project Area	Outreach Notifications	# of People Reached	Website Posts and Text Alerts
Westminster	Westminster Sewer Project update		1 website post
Los Alamitos/ Seal Beach	Los Alamitos Sewer Project update	1000	1 website posts/ 1 text alert
Anaheim/Buena Park	Orange Western Sewer Project update	1500	
External Communications	Distribution	# of People Reached	
5 Minutes Per Month	Topic: OC Register Water Insert	216	
Board Member Talking Points	One	50	
Website Posts	9 posts	5.4 k views	Website
Facebook	17 posts	3k reached	Social Media
Twitter	15 tweets	1k reached	Social Media
Instagram	22 posts	4.3 k reached	Social Media
LinkedIn	9 posts	7 k reached	Social Media

Post performance - Facebook Pages

Data from 01 Jun, 2023 to 30 Jun, 2023

Sources

Orange County Sanitation District

DATE	POST	ENGAGEMENT RATE	IMPRESSIONS	REACH
Orange County Sanitation District Jun 29, 19:49	Celebrating the legacy of 4 amazing individuals who helped shape the OC San we know today! 🎉 We held the Honor Walk ceremony where Marc Dubois, James Ferryman, Larry Crandall and Jack Ellis were recognized for their impa...	22.83%	276	276
Orange County Sanitation District Jun 29, 16:01	It's Our Golden Hour. #OCSanConstruction #OrangeCounty #OCGoldenHour	11.63%	219	215
Orange County Sanitation District Jun 27, 15:48	OC San is honored to have been awarded the CMAA Award for Project Achievement for the GWRS - an incredible accomplishment for us and our partners Orange County Water District! 🏆👏	21.1%	241	237
Orange County Sanitation District Jun 23, 17:01	Steel has arrived! This marks the start of our pedestrian sky bridge connecting Plant No. 1 to our New Headquarters Building across the street. The bridge will span 100 feet and cross Ellis Ave. in Fountain Valley. **Try and find the two...	13.17%	179	167
Orange County Sanitation District Jun 22, 21:40	With #FlushSmartDay around the corner, take a deep dive into the importance of celebrating responsible flushing habits with our friends at the Responsible Flushing Alliance. Read this helpful blog post with more info about #FlushSmartDay and its importance! Flush Smart Day is On the...	5.1%	104	98
Orange County Sanitation District Jun 21, 23:13	Next Wednesday, June 28, is the Steering Committee Meeting (5 p.m.) and the Board of Directors Meeting (6 p.m.). Make sure you add it to your calendar! Click here to view the agenda:	4.82%	88	83
Orange County Sanitation District Jun 19, 19:17	Heal the Bay has released the 2022-23 Beach Report Card! Orange County Beaches continue to receive high grading with A's and B's across the board. Visit ocsa.gov to read the full report. #CleanWaterOC #OCWaterQuality...	6.67%	160	150
Orange County Sanitation District Jun 17, 18:00	OC San's Ocean Monitoring Program is responsible for keeping our beaches clean and free from harmful bacteria and other pollutants. So the next time you're enjoying a day at the beach, you can feel confident that the water is saf...	8.74%	195	183
Orange County Sanitation District Jun 15, 18:05	Join our mission to keep Orange County clean and green! We're excited to announce that we're hiring for multiple positions! Visit our website to learn more and apply today. #orangecountyjobs #hiring	5.26%	720	665
Orange County Sanitation District Jun 12, 20:31	OCWD 90th Anniversary Proud to to have a top notch organization like this as a partner.	12.37%	106	97
Orange County Sanitation District Jun 12, 17:34	The OC San Administrative Committee Meeting is happening this week on Wednesday (6/14) at 5 p.m. Click here to view the agenda:	5.77%	62	52
Orange County Sanitation District Jun 10, 18:13	Happy Saturday! Its a beautiful day to be at the Anaheim Green Expo. We are here talking about OC San and What 2 Flush! . Come stop by and say hi. We are here until 2 p.m. . . . #What2Flush #cityofanaheim #GreenExpo	9.51%	280	263
Orange County Sanitation District Jun 10, 02:32	Today we turn 69! Next year is the big 70 for us but every year should be celebrated. Visit ocsan.gov to learn more about us and our history.	13.17%	179	167
Orange County Sanitation District Jun 10, 02:31	Today we turn 69! Next year is the big 70 for us but every year should be celebrated. Visit ocsan.gov to learn more about us and our history.	16.29%	192	178
Orange County Sanitation District Jun 05, 19:13	Doing more than just telling you where to properly dispose of your "flushable" wipes (the trash). And with no better timing than the same week as #WorldEnvironmentDay and #WorldOceansDay, we wanted to share a sneak...	4.48%	78	67
Orange County Sanitation District Jun 02, 20:22	📰 News Alert! The American Water Works Association just released an article on the completion of the Groundwater Replenishment System! 🎉 Learn all about its immense impact on sustainable water management. Visit ocsan.gov t...	6.35%	80	63
Orange County Sanitation District Jun 01, 21:17	The OC San Audit Ad Hoc Committee Meeting (4 p.m.) and the Operations Committee Meeting (5 p.m.) are happening on June 7 this upcoming week. Click here to view the agenda:	4.55%	79	66

Post performance - Twitter

Data from 01 Jun, 2023 to 30 Jun, 2023

Sources

@OCSanDistrict

DATE	POST	ENGAGEMENT RATE	ENGAGEMENTS	IMPRESSIONS
Jun 29, 19:49	Celebrating the legacy of 4 individuals who helped shape the OC San we know today! 🎉 We held the HonorWalk ceremony where they were recognized for their impact & will be memorialized with a permanent brick at our facility. 🧱...	2.53%	2	79
Jun 29, 16:03	It's Our Golden Hour. #OCSanConstruction #OrangeCounty #OCGoldenHour https://twitter.com/OCSanDistrict/status/1674448540569853953/photo/1	4.95%	5	101
Jun 28, 20:02	Check out our spiffy new look! 🥳 Our OC San Tour Bus is ready to hit the roads again! 🚗 Get a sneak peek of this amazing transformation in this time-lapse video – a fresh start for fun, in-person tours! 📍 Visit http://ocsan.gov/tours for...	0%	0	0
Jun 27, 16:24	@HealTheBay	0%	0	2
Jun 27, 15:48	OC San is honored to have been awarded the CMAA Award for Project Achievement for the GWRS - an incredible accomplishment for us and our partners @OCWDWaterNews! 🎉🏆 https://twitter.com/OCSanDistrict/status/1674448540569853953/photo/1	5.88%	3	51
Jun 23, 17:00	Steel has arrived! This marks the start of our pedestrian sky bridge connecting Plant No. 1 to our New Headquarters Building across the street. The bridge will span 100 feet and cross Ellis Ave. in Fountain Valley. **Try and find the two...	5.97%	4	67
Jun 22, 21:38	#FLUSHSMARTDAY IS ABOUT ONE WEEK AWAY! Take a deep dive into the importance of #FlushSmart habits, the "Do Not Flush" symbol, and fatbergs with our friends @FlushSmart. Flush Smart Day is On the Way! - FlushSmart	4.23%	3	71
Jun 22, 15:21	The one big piece to success is partnerships. And we have the best partners 🙌🏡 https://twitter.com/black_veatch/status/1671900415628132357	1.37%	1	73
Jun 21, 19:18	City Of HB dropping facts! https://twitter.com/cityofhbpio/status/1671597637856907264	1.23%	1	81
Jun 19, 19:17	Heal the Bay has released the 2022-23 Beach Report Card! Orange County Beaches continue to receive high grading with A's and B's across the board. Visit http://ocsan.gov to read the full report. @HealTheBay #CleanWaterOC...	6.51%	14	215
Jun 17, 18:01	OC San's Ocean Monitoring Program is responsible for keeping our beaches clean and free from harmful bacteria and other pollutants. So the next time you're enjoying a day at the beach, you can feel confident that the water is saf...	0%	0	65
Jun 15, 18:05	Join our mission to keep Orange County clean and green! We're excited to announce that we're hiring for multiple positions! Visit our website to learn more and apply today. #orangecountyjobs #hiring https://twitter.com/OCSanDistrict/status/1671597637856907264	11.54%	6	52
Jun 10, 02:33	Today we turn 69! Next year is the big 70 for us but every year should be celebrated. Visit http://ocsan.gov to learn more about us and our history. https://twitter.com/OCSanDistrict/status/1667359228749824000/photo/1	1.82%	1	55
Jun 05, 19:13	Doing more than just telling you that wipes belong in the trash & with no better timing than the week of #WorldEnvironmentDay & #WorldOceansDay, here is a sneak peek of the latest California Water insert of the @ocregister Visit http://ocsan.gov	4.23%	3	71
Jun 02, 20:22	@awwa released an article on the completion of the Groundwater Replenishment System! To Learn about its impact on sustainable water management, visit http://ocsan.gov to dive into the full article & be amazed b...	0.9%	1	111

Post performance - Instagram Business

Data from 01 Jun, 2023 to 30 Jun, 2023

Sources

ocsandistrict

DATE ▼	POST	ENGAGEMENT RATE	IMPRESSIONS	LIKES	REACH
ocsandistrict Jun 29, 19:49	Celebrating the legacy of 4 amazing individuals who helped shape the OC San we know today! 🎉 We held the Honor Walk ceremony where Marc Dubois, James Ferryman, Larry Crandall and Jack Ellis were recognized for their impa...	4.14%	392	14	362
ocsandistrict Jun 29, 16:01	It's Our Golden Hour. #OCSanConstruction #OrangeCounty #OCGoldenHour	8.97%	250	19	234
ocsandistrict Jun 28, 20:26	(No description)	0%	97	0	97
ocsandistrict Jun 28, 20:25	(No description)	0%	101	0	100
ocsandistrict Jun 28, 20:25	(No description)	0%	110	0	109
ocsandistrict Jun 28, 20:24	(No description)	0%	128	0	123
ocsandistrict Jun 27, 15:48	OC San is honored to have been awarded the CMAA Award for Project Achievement for the GWRs - an incredible accomplishment for us and our partners @OCWD! 🏆👏	12.94%	223	25	201
ocsandistrict Jun 26, 15:09	Steel has arrived! This marks the start of our pedestrian sky bridge connecting Plant No. 1 to our New Headquarters Building across the street. The bridge will span 100 feet and cross Ellis Ave. in Fountain Valley. **Try and find the two...	6.82%	420	23	381
ocsandistrict Jun 26, 14:45	(No description)	0%	152	0	150
ocsandistrict Jun 22, 18:05	(No description)	0%	139	0	137
ocsandistrict Jun 21, 23:08	(No description)	0%	141	0	138
ocsandistrict Jun 19, 19:17	Heal the Bay has released the 2022-23 Beach Report Card! Orange County Beaches continue receiving high grades with A's and B's across the board. Visit csa.gov to read the full report. @HealTheBay #CleanWaterOC...	6.28%	240	10	223
ocsandistrict Jun 17, 18:00	OC San's Ocean Monitoring Program is responsible for keeping our beaches clean and free from harmful bacteria and other pollutants. So the next time you're enjoying a day at the beach, you can feel confident that the water is saf...	8.73%	248	19	229
ocsandistrict Jun 15, 18:05	Join our mission to keep Orange County clean and green! We're excited to announce that we're hiring for multiple positions! Visit our website to learn more and apply today. #orangecountyjobs #hiring	6.7%	487	23	448
ocsandistrict Jun 14, 18:00	(No description)	0%	131	0	131
ocsandistrict Jun 10, 18:11	Happy Saturday! It's a beautiful day to be at the Anaheim Green Expo. We are here talking about OC San and What 2 Flush! . Come stop by and say hi. We are here until 2 p.m. ... #What2Flush #cityofanaheim #GreenExpo	7.29%	323	17	247
ocsandistrict Jun 10, 17:38	(No description)	0%	154	0	152
ocsandistrict Jun 10, 02:31	Today we turn 69! Next year is the big 70 for us but every year should be celebrated. Visit ocsan.gov to learn more about us and our history.	8.29%	210	15	181
ocsandistrict Jun 09, 17:09	(No description)	0%	147	0	146
ocsandistrict Jun 02, 17:09	(No description)	0%	161	0	161
ocsandistrict Jun 05, 19:13	Doing more than just telling you where to properly dispose of your "flushable" wipes (the trash). And with no better timing than the same week as #WorldEnvironmentDay and #WorldOceansDay, we wanted to share a sneak...	3.86%	288	9	259
ocsandistrict Jun 02, 20:22	📢 News Alert! The @AWWA just released an article on the completion of the Groundwater Replenishment System! 🌊 Learn all about its immense impact on sustainable water management. Visit ocsan.gov to dive into the full article and ...	3.6%	155	5	139

Post performance - LinkedIn Pages

Data from 01 Jun, 2023 to 30 Jun, 2023

Sources

Orange County Sanitation District

DATE ▼	POST	ENGAGEMENT RATE	IMPRESSIONS	REACTIONS	SHARES
Orange County Sanitation District Jun 29, 19:54	Celebrating the legacy of 4 amazing individuals who helped shape the OC San we know today! 🥳 We held the Honor Walk ceremony where Marc Dubois, James Ferryman, Larry Crandall and Jack Ellis were recognized for their impa...	6.02%	598	11	0
Orange County Sanitation District Jun 29, 19:49	Celebrating the legacy of 4 amazing individuals who helped shape the OC San we know today! 🥳 We held the Honor Walk ceremony where Marc Dubois, James Ferryman, Larry Crandall and Jack Ellis were recognized for their impa...	3.6%	278	5	0
Orange County Sanitation District Jun 27, 15:48	OC San is honored to have been awarded the CMAA Award for Project Achievement for the GWRS - an incredible accomplishment for us and our partners Orange County Water District! 🏆👏	6.88%	1,148	34	1
Orange County Sanitation District Jun 23, 17:00	Steel has arrived! This marks the start of our pedestrian sky bridge connecting Plant No. 1 to our New Headquarters Building across the street. The bridge will span 100 feet and cross Ellis Ave. in Fountain Valley. 🏗️👀*Try and find the two...	6.94%	1,398	48	10
Orange County Sanitation District Jun 22, 21:42	We are about one week away from celebrating #FlushSmartDay! This second annual celebration provides an excellent reminder about the importance of practicing responsible flushing habits. The "Do Not Flush" symbol is an...	1.31%	534	5	0
Orange County Sanitation District Jun 19, 19:17	Heal the Bay has released the 2022-23 Beach Report Card! Orange County Beaches continue to receive high grading with A's and B's across the board. Visit ocsa.gov to read the full report. Heal the Bay #CleanWaterOC #OCWaterQual...	3.21%	530	5	0
Orange County Sanitation District Jun 15, 18:05	Join our mission to keep Orange County clean and green! We're excited to announce that we're hiring for multiple positions! Visit our website to learn more and apply today. #orangecountyjobs #hiring	7.58%	792	9	1
Orange County Sanitation District Jun 05, 19:13	Doing more than just telling you where to properly dispose of your "flushable" wipes (the trash!). And with no better timing than the same week as #WorldEnvironmentDay and #WorldOceansDay, we wanted to share a sneak...	3.79%	660	8	1
Orange County Sanitation District Jun 02, 20:22	📢 News Alert! The American Water Works Association just released an article on the completion of the Groundwater Replenishment System! 🏆 Learn all about its immense impact on sustainable water management. Visit ocsan.gov t...	2.92%	1,063	17	0

June Media Articles

Article	Date	Source	Link
Heal the Bay Releases Annual Beach Report Card & River Report Card 2022-2023	6/13/2023	Heal the Bay	https://healthebay.org/beachreportcard2022-2023/
How safe LA and Orange County beaches are in 2023, as graded by Heal the Bay	6/14/2023	OC Register	https://www.ocsan.gov/home/showdocument?id=33974&t=638223383078565661
Heal the Bay: Wet winter fouled the water for Southern California beaches	6/14/2023	OC Register	https://www.ocsan.gov/home/showdocument?id=33976&t=638223389473542864
The Ground Water Replenishment System	6/21/2023	OC Hispanic Chamber of Commerce Newsletter	https://www.ocsan.gov/home/showdocument?id=34020&t=638229435426123002
94th Annual California Water Environment Awards Announces Water Sector Honorees	6/29/2023	Investors Observer	https://www.investorsobserver.com/news/qm-pr/4924268040290031



STEERING COMMITTEE

Agenda Report

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

File #: 2023-3119

Agenda Date: 7/26/2023

Agenda Item No: 13.

FROM: Robert Thompson, General Manager

SUBJECT:

LEGISLATIVE AFFAIRS UPDATE FOR THE MONTH OF JUNE 2023

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Receive and file the Legislative Affairs Update for the month June 2023.

BACKGROUND

The Orange County Sanitation District's (OC San) legislative affairs program includes advocating for OC San's legislative interests; sponsoring legislation (where appropriate); and seeking Local, State, and Federal funding for projects and programs.

RELEVANT STANDARDS

- Maintain influential legislative advocacy and a public outreach program
- Build brand, trust, and support with policy makers and community leaders
- Maintain collaborative and cooperative relationships with regulators, stakeholders, and neighboring communities

PROBLEM

Without a strong advocacy program, elected officials may not be aware of OC San's mission, programs, and projects and how they could be impacted by proposed legislation.

PROPOSED SOLUTION

Continue to work with Local, State, and Federal officials to advocate for OC San's legislative interests. Help to create/monitor legislation and grants that would benefit OC San, the wastewater industry, and the community. To assist in relationship building efforts, OC San will continue to reach out to elected officials providing facility tours, one-on-one meetings, and trips to Washington D.C. and Sacramento.

RAMIFICATIONS OF NOT TAKING ACTION

If OC San does not work with Local, State, and Federal elected officials, legislation could be passed that negatively affects OC San and the wastewater industry. Additionally, a lack of engagement may result in missed funding opportunities.

ADDITIONAL INFORMATION

Federal Update:

The Senate Committee on Environment and Public Works' staff released their draft proposals to address PFAS contamination of the environment and public health. As a result, OC San and other associations provided comments to the Committee including recommendations on how to develop legislation. One area of focus in the proposal was on providing federal assistance to support the development and demonstration of PFAS monitoring, treatment, and destruction technologies. It also aims to better inform regulators and clean water agencies through the creation of a database that would identify sources of industrial discharges. Formal Committee consideration of PFAS legislation could occur before the August recess, but is more likely to take place after the congressional August recess.

State Update:

On June 13, Governor Newsom signed the 2023 Budget Act into law. The budget reflects a \$310.8 billion spending plan for the 2023-24 fiscal year. This agreement also closes an estimated \$32 billion budget deficit while setting aside about \$37.8 billion in reserves. The budget maintains \$8.6 billion of previously allocated multi-year commitments on water and wastewater related funding to minimize the immediate economic and environmental damage from drought. OC San staff and lobbyists will monitor available monies for water/wastewater in the form of grants or other funding avenues.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Federal Legislative Update
- Federal Legislative Matrix
- State Legislative Update
- State Legislative Matrix



TO: Rebecca Long
FROM: Eric Sapirstein
DATE: July 5, 2023
SUBJECT: Washington Update

Recent Congressional activities have centered around the development of fiscal year 2024 spending bills following the enactment of the Fiscal Responsibility Act that established budget spending levels. Senate efforts to develop a legislative response to the Per- and polyfluoroalkyl substances (PFAS) contamination continued. The following summarizes issues of interest to OC San.

- ***Fiscal Year 2024 Appropriations Process Gets Underway***

The Senate and House Committees on Appropriations began the process of approving spending bills for the new fiscal year that begins October 1, 2023. Each chamber, contrary to expectations, is relying on different overall spending levels as the House decided to rely on Fiscal Year 2022 levels and the Senate is using Fiscal Year 2023 levels as contained in the Fiscal Responsibility Act that resolved the debt limit dispute in May. The spending is spread between the two chambers of at least \$120 billion that if adopted would force an effective 30 percent reduction domestic spending. The Senate appropriations leadership has indicated that such a reduction is unacceptable as it violates the Fiscal Responsibility Act's budget limits and would severely reduce funding of vital domestic programs. Given this budget stand-off, passage of a continuing resolution is all but certain to be debated to extend governmental operations through December. If passage does not occur, a governmental shut down would be triggered.

Why the Spending Debate is Important to OC San

OC San did not seek project funding assistance through the Community Project process this year. However, adverse impacts to OC San could still be realized. U.S. Environmental Protection Agency (USEPA) efforts to develop biosolids standards and industrial pretreatment standards related to PFAS could be slowed due to a lack of resources. This could hamper OC San's programs to safeguard the public and ensure that resources like biosolids could continue to be used to improve the environment.

- ***Senate Committee Releases PFAS Legislative Proposal***

The Senate Committee on Environment and Public Works' staff released a draft proposals to address PFAS contamination of the environment and public health. The committee provided the bill to OC San to allow for comments to the committee on recommendations on how to develop actual legislation. The proposal is notable for its focus upon providing federal assistance to support the development and demonstration of PFAS monitoring, treatment, and destruction technologies. It also seeks to better inform regulators and clean water agencies through the creation of a data base that would identify sources of industrial discharges.

The proposal intentionally does not address the demand by passive receivers, like the wastewater sector, that any PFAS legislation must include an exemption from liability under the Comprehensive Emergency Response, Compensation and Liability Act (CERCLA or Superfund). Instead, the committee has decided that the issue will be considered as part of the formal committee consideration of PFAS legislation. Such action could occur before the August recess but is more likely to take place after the congressional August recess.

Why the Proposal is Important to OC San

The committee priority to secure stakeholder input on any PFAS legislation means that OC San can, along with other passive receivers, communicate the importance of a CERCLA liability exemption. Also, the proposal commitment of \$500 million to support technology demonstrations might offer future funding opportunities to defray the costs of developing, constructing, and implementing monitoring, treatment, and destruction projects. Lastly, the creation of a data base identifying sources of industrial discharges of PFAS could assist OC San in its effort to develop local limits or ensure compliance with pretreatment programs.

- ***U.S. Environmental Protection Agency (USEPA) Issues Revised Regulatory Agenda and Continues Biosolids Risk Assessment Model Development***

USEPA released its mid-year regulatory agenda. As part of this routine effort, the agency took an unexpected step and announced it would delay by six months any final decision to designate PFAS chemicals as hazardous substances under CERCLA. The agency also extended its review of adding an additional six PFAS chemicals and GenX (GenX is a member of a large group of man-made chemical compounds known as PFAS) as designated hazardous substances under CERCLA by nine months. USEPA is also continuing to develop its risk assessment

Why USEPA's Rule Revisions and Risk Assessment Are Important to OC San

USEPA's decision to delay final rulemakings of the designation of PFAS chemicals may be a recognition that Congress may act on which passive receivers should be subject to liability under CERCLA. Additionally, the agency is still in the process of developing enforcement guidance that would formalize the oft stated position that the agency will not pursue public agencies for CERCLA cleanups and damages. As a result, OC San will not face an imminent challenge related to potential CERCLA liability that might occur related to PFAS in influent or biosolids.

USEPA's ongoing work with its Science Advisory Board related to PFAS risks from biosolids conclude in July. At that point, OC San will have better understanding of the model that USEPA might rely upon to reduce risks from biosolids. Based upon how the model is designed, the impact upon OC San's treatment, management, and use of this important resource could be impacted including the *possibility* of limitations being imposed on current biosolid management practices.

Federal Legislative Report - July 2023

Last Updated: June 27, 2023

Bills by Issue

Priority: High (3)

Bill Number	Last Action	Status	Position	Priority
HR 1181	Referred To The Subcommittee On Water Resources And Environment 2023 02 27	In House	Monitor	High
<p>Title To amend the Federal Water Pollution Control Act with respect to permitting terms, and for other purposes.</p> <p>Description This bill extends the maximum term for certain permits issued under the National Pollutant Discharge Elimination System (NPDES) program. Specifically, the bill extends the maximum term for NPDES permits issued to states or municipalities from 5 to 10 years. Under the program, the Environmental Protection Agency issues permits to discharge pollutants from point sources, such as pipes, into waters of the United States.</p> <p>Primary Sponsors John Garamendi</p>		<p>Bill Summary: Last edited by Eric Sapirstein at Mar 22, 2023, 4:55 PM H.R. 1181 would provide state permitting authorities to issue ten year NPDES permits to publicly owned wastewater treatment agencies. The authority would not extend to privately owned treatment facilities such as industrial dischargers.</p> <p>Introduction Date: 2023-02-24</p>		
HR 2964	Referred To The House Committee On Energy And Commerce 2023 04 27	In House	Monitor	High
<p>Title WIPPES Act</p> <p>Primary Sponsors Lisa McClain</p>		<p>Bill Summary: Last edited by Sarah Sapirstein at May 2, 2023, 5:00 PM Directs the Federal Trade Commission, in consultation with the Environmental Protection Agency, Commissioner of Food and Drugs, and the Consumer Product Safety Commission (as appropriate depending on the type of covered product involved) to issue regulations on "Do Not Flush" labeling requirements for nonflushable wipe, including baby wipes, household wipes, disinfecting wipes and personal care wipes. Requirements mirrors CA's labeling law. Companion Senate bill (S. 1350).</p> <p>Introduction Date: 2023-04-27</p>		

Bill Number	Last Action	Status	Position	Priority
S 1350	Read Twice And Referred To The Committee On Commerce Science And Transportation 2023 04 27	In Senate	Monitor	High
Title WIPPES Act		Bill Summary: Last edited by Sarah Sapirstein at May 2, 2023, 5:00 PM Directs the Federal Trade Commission, in consultation with the Environmental Protection Agency, Commissioner of Food and Drugs, and the Consumer Product Safety Commission (as appropriate depending on the type of covered product involved) to issue regulations on "Do Not Flush" labeling requirements for nonflushable wipe, including baby wipes, household wipes, disinfecting wipes and personal care wipes. Requirements mirrors CA's labeling law. Companion house bill (H.R. 2964).		
Primary Sponsors Jeff Merkley		Introduction Date: 2023-04-27		

Priority: Medium (1)

Bill Number	Last Action	Status	Position	Priority
HR 250	Referred To The Subcommittee On Water Resources And Environment 2023 02 01	In House	Monitor	Medium
Title Clean Water SRF Parity Act		Bill Summary: Last edited by David French at Jan 23, 2023, 3:54 PM Amends eligibility provisions for the Federal Water Pollution Control Act's Clean Water State Revolving Fund so that all wastewater customers have the ability to benefit from the program's low-interest loans. Supported by NAWCA Also introduce in 117th Congress - No Action		
Description Clean Water SRF Parity Act This bill expands the state revolving fund established under the Clean Water Act, including by allowing low-interest loans to be given to privately owned treatment works to address wastewater. Currently, loans are given to wastewater systems that are publicly owned.		Introduction Date: 2023-01-10		
Primary Sponsors John Garamendi				

Priority: None (6)

Bill Number	Last Action	Status	Position	Priority
HR 1729	Referred To The Subcommittee On Commodity Markets Digital Assets And Rural Development 2023 04 25	In House	None	None
Title Water Affordability, Transparency, Equity, and Reliability Act of 2023		Introduction Date: 2023-03-22		
Primary Sponsors Bonnie Watson Coleman				

Bill Number	Last Action	Status	Position	Priority
HR 1837	Referred To The House Committee On Ways And Means 2023 03 28	In House	None	None

Title
Investing in Our Communities Act

Description
Investing in Our Communities Act This bill reinstates the exclusion from gross income for interest on certain bonds issued to advance the refunding of a prior bond issue. The exclusion was repealed for bonds issued after 2017.

Primary Sponsors
David Kustoff

Bill Summary: Last edited by Sarah Sapirstein at Apr 5, 2023, 4:08 PM
Legislation restores tax-exempt advance refunding for municipal bonds to allow states and local governments to more efficiently invest in projects.

Introduction Date: 2023-03-28

Bill Number	Last Action	Status	Position	Priority
S 115	Read Twice And Referred To The Committee On Environment And Public Works 2023 01 26	In Senate	Monitor	None

Title
Clean Water Allotment Modernization Act of 2023

Description
Clean Water Allotment Modernization Act of 2023 This bill revises the formula the Environmental Protection Agency (EPA) uses to determine how to distribute funds from the Clean Water State Revolving Fund (SRF) program. Under the program, the EPA allocates funding to states for water quality infrastructure projects, such as wastewater systems and stormwater management projects. In FY2024-FY2028, the EPA must provide an initial allotment to each state that is equal to the amount the state received in FY2023. The EPA must also provide an additional allotment to each state that is based on its share of the U.S. population. In FY2029 and each subsequent fiscal year, the EPA must use an updated allotment formula, which is based on the needs of states as identified in the most recently available clean watersheds needs survey. Beginning in FY2024, the formula must also provide allotments for Indian tribes and territories. In addition, the formula must provide an allotment for EPA's oversight of SRF projects to ensure they use American iron and steel.

Primary Sponsors
Marco Rubio

Bill Summary: Last edited by Eric Sapirstein at Apr 29, 2023, 9:02 PM
Provides for a set aside from Clean Water SRF appropriations to conduct Buy America oversight compliance, establishes that each state's allotment must be at the same level as FY 23 during FY 24-28 and additional allotments based on percent of state population to the nation. FY 29 and beyond allotments to be determined by new formula based upon Clean Water Needs Survey.

Introduction Date: 2023-01-26

Bill Number	Last Action	Status	Position	Priority
S 938	Read Twice And Referred To The Committee On Finance 2023 03 22	In Senate	None	None

Title
Water Affordability, Transparency, Equity, and Reliability Act of 2023

Primary Sponsors
Bernie Sanders

Bill Summary: Last edited by Sarah Sapirstein at Apr 5, 2023, 4:45 PM
S. 938 would establish a \$35 billion trust fund to support the construction of water and wastewater treatment systems. Funding would be derived from an increase in the corporate tax rate. The bill also imposes requirements for Department of Justice and USEPA to carryout activities to determine whether water and wastewater operators discriminate in the provision of services. USEPA must also investigate the impact of rates on service cut-offs. Additional provisions would address use of assistance to promote regionalization of systems and limitations on the use of federal assistance to support projects that address growth. The bill enjoys 500 NGO organizational support. It has five cosponsors. House companion bill, H.R. 1729 is cosponsored by Lee, DeSaulnier and Huffman along with 69 other House Democrats.

Introduction Date: 2023-03-22

Bill Number	Last Action	Status	Position	Priority
S 1430	Read Twice And Referred To The Committee On Environment And Public Works 2023 05 03	In Senate	Monitor	None

Title
Water Systems PFAS Liability Protection Act

Primary Sponsors
Cynthia Lummis

Bill Summary: Last edited by Eric Sapirstein at May 30, 2023, 2:55 PM
S. 1430 would provide a limited CERCLA liability (section 107) exemption for PFAS family of chemicals for water and wastewater agencies. S. 1430 would not exempt an agency from liability in cases of gross negligence. The legislation is not expected to be approved by the Senate Committee on Environment and Public Works. Instead, its policy direction could be incorporated into a committee bill addressing PFAS R&D.

Introduction Date: 2023-05-03

Bill Number	Last Action	Status	Position	Priority
S 2162	Read Twice And Referred To The Committee On Energy And Natural Resources Sponsor Introductory Remarks On Measure Cr S 2230 2232 2023 06 22	In Senate	None	None

Title
A bill to support water infrastructure in Reclamation States, and for other purposes.

Primary Sponsors
Dianne Feinstein

Bill Summary: Last edited by Eric Sapirstein at Jun 27, 2023, 4:16 PM
S. 2162 is an introduction of legislation to renew expiring provisions of the WIIN Act. It is notable for its increased funding authorizations for surface and groundwater storage projects, water recycling, desalination, and ecosystem restoration projects. Among the changes that would be authorized would be priorities for water supply projects that include enhanced public benefits (fisheries, wildlife and disadvantage communities drinking water reliability. The legislation would also provide for enhanced water transfers to support temporary fallowing of agriculture lands to support wildlife habtiats.

Introduction Date: 2023-06-22

MEMORANDUM

To: Orange County Sanitation District
From: Townsend Public Affairs
Date: July 5, 2023
Subject: Monthly Legislative Report

State Legislative Update

The month of June saw the rapid approach of the State budget and first house bill deadlines. Lawmakers worked to pass legislation out of their respective house of origin before June 2 and agree on a budget framework before June 15. Additionally, the Legislature negotiated with the Administration on a comprehensive budget for 2023. The Governor signed the 2023 Budget Act into law prior to the constitutional deadline of July 1.

State Budget

During the last week of June, the Legislature and Governor Newsom announced they had reached a deal on the 2023 State Budget. On June 13, Governor Newsom signed the 2023 Budget Act, [SB 101](#), into law, four days before the constitutional deadline of July 1. Overall, the budget reflects a \$310.8 billion spending plan for the 2023-24 fiscal year. This agreement also closes an estimated \$32 billion budget deficit while setting aside about \$37.8 billion in reserves.

In early July, the Governor will continue to sign “Budget Jr. Bills” and “Budget Trailer Bills” which amend the Budget Act and provide implementing language for key spending programs and reflects the final agreement on the State’s spending plan reached between the Administration and the Legislature.

Much of the negotiations during June centered around the Governor’s desire to include several measures to expedite large-scale infrastructure projects by, in part, accelerating the judicial review of CEQA lawsuits and providing funding for transit operations. Ultimately, the negotiations resulted in a concession the Governor made to remove the proposed Delta Tunnel water project from being eligible for expedited CEQA review. This could prove fatal for the Delta Tunnel water project that is certain to face a tough uphill CEQA battle.

The Budget maintains \$8.6 billion of previously allocated multi-year commitments on water and wastewater related funding to minimize the immediate economic and environmental damage from drought. Of most interest to OC San is the included money in the Budget for water recycling, which will likely be distributed through the existing water recycling funding program as a function of the State Revolving Fund.

Assembly Member Robert Rivas Succeeds Assembly Member Anthony Rendon as Speaker

Following nearly a year-long transition, Friday, June 30 marked the final day of the Session with Anthony Rendon as the Assembly Speaker, as Robert Rivas was sworn in to serve as the 71st Speaker of the Assembly. Following the Oath of Office Ceremony, Speaker Rivas made a speech where he shared his goals for the upcoming year, which included working to address the issues of homelessness and affordable housing. In early July and after the Legislature's Summer Recess, Speaker Rivas is expected to announce his leadership team, as well as any changes that will be made to the membership of committees in the Assembly. This is likely to have a ripple effect in the Assembly's priorities, policy actions, and political factions of the legislative body as a whole.

This will have unknown impacts to OC San and Orange County as a whole. Speaker Rivas is expected to install new chairs of relevant Assembly Committees that OC San cares about including Budget, Local Government, Water Parks and Wildlife, and Natural Resources. Specifically, Speaker Rivas has already made a change in the Assembly Local Government chairmanship by giving the job to Assembly Member Juan Carrillo (D-Palmdale) which could open up possibilities for OC San supported legislation to pass.

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
Proposed Legislation 2023						
High Priority						
AB 234	Bauer-Kahan [D]	The Microbeads Nuisance Prevention Law prohibits a person from selling or offering for promotional purposes in the state any personal care products containing plastic microbeads that are used to exfoliate or cleanse in a rinse-off product, including, but not limited to, toothpaste. This bill would express the intent of the Legislature to enact subsequent legislation that would prohibit the sale in this state of rinse-off cosmetics, detergents, waxes, and polishes that contain intentionally added synthetic polymer microparticles, including products identified in the synthetic polymer microparticle Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) restrictions adopted by the European Union (EU).	Two Year Bill	Support	State Priorities: Support legislation or regulations that restrict the use of microplastics and chemicals of emerging concern in any product that is disposed of through the sewer system.	ACC-OC - NYC LOCC - NYC CASA - Support in Concept CSDA - Watch ACWA - NYC
AB 246	Papan [D]	Would, beginning January 1, 2025, prohibit any person from manufacturing, distributing, selling, or offering for sale in the state any menstrual products that contain regulated PFAS, and requires a manufacturer to use the least toxic alternative when removing regulated PFAS in menstrual products to comply with these provisions. The bill would require a manufacturer of a menstrual product to provide persons that offer the product for sale or distribution in the state with a certificate of compliance stating that the menstrual product is in compliance with these provisions and does not contain any regulated PFAS.	Currently in the Senate Judiciary Committee and was heard on July 6	Support	State Priorities: Monitor state legislation as well as State Water Resources Control Board (SWRCB) regulatory activity related to PFAS.	ACC-OC - NYC LOCC - NYC CASA - Support CSDA - Watch ACWA - NYC
AB 281	Grayson [D]	Would require a special district that receives an application from a housing development project for service from a special district or an application from a housing development project for a post entitlement phase permit, as specified, to provide written notice to the applicant of next steps in the review process, including, but not limited to, any additional information that may be required to begin to review the application for service or approval. The bill would require the special district to provide this notice within 30 business days of receipt of the application for a housing development with 25 units or fewer, and within 60 business days for a housing development with 26 units or more. The bill would define various terms for these purposes. By imposing additional duties on special districts, the bill would impose a state-mandated local program.	Currently in the Senate Housing Committee and was heard on July 10	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Neutral ACWA - Watch

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
AB 334	Rubio [D]	Seeks to clarify the State's conflict of interest law, California Government Code 1090. This bill would establish that an independent contractor, who meets specified requirements, is not an officer for purposes of being subject to the prohibition on being financially interested in a contract.	Currently in the Senate Judiciary Committee and was heard on July 6	Support	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - Support CASA - Support CSDA - Support ACWA - Favor
AB 340	Fong [R]	The California Environmental Quality Act (CEQA) prohibits an action or proceeding from being brought in a court to challenge the approval of a project by a public agency unless the alleged grounds for noncompliance are presented to the public agency orally or in writing by a person during the public comment period provided by CEQA or before the close of the public hearing on the project before the issuance of the notice of determination. This bill would require the alleged grounds for noncompliance with CEQA presented to the public agency in writing be presented at least 10 days before the public hearing on the project before the issuance of the notice of determination. The bill would prohibit the inclusion of written comments presented to the public agency after that time period in the record of proceedings and would prohibit those documents from serving as basis on which an action or proceeding may be brought.	Two Year Bill	Watch	Legislative and Regulatory Policies: Environment/Climate Resiliency - Support efforts to reform the California Environmental Quality Act (CEQA) to streamline current procedures and regulations for projects to refurbish or replace existing infrastructure facilities.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Watch ACWA - NYC
AB 516	Ramos [D]	The Mitigation Fee Act imposes certain requirements on a local agency that imposes a fee as a condition of approval of a development project that is imposed to provide for an improvement to be constructed to serve the development project, or a fee for public improvements, as specified. In this regard, the Mitigation Fee Act requires the local agency to deposit the fee in a separate capital facilities account or fund, and to make certain information about the account or fund public annually, as specified. The Mitigation Fee Act requires that information to include an identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as specified. The Mitigation Fee Act also requires that information to include the amount of refunds made to the owners of the lots or units of the development project, as specified. This bill would require the report to include an identification of each public improvement identified in a previous report, whether construction began on the approximate date noted in the previous report, the reason for the delay, if any, and a revised approximate date that the local agency will commence construction, if applicable.	Currently in the Senate Appropriations Committee	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - Work with Author CSDA - Watch ACWA - NYC

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
AB 557	Hart [D]	Current law, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect, or in other situations related to public health, as specified. Current law prohibits a legislative body that holds a teleconferenced meeting under these abbreviated teleconferencing procedures from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. This bill would extend the above-described abbreviated teleconferencing provisions when a declared state of emergency is in effect, or in other situations related to public health, as specified, indefinitely.	Currently on the Senate Floor	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - Sponsor CASA - Support CSDA - Sponsor ACWA - Favor
AB 727	Weber	Seeks to ensure that additional perfluoroalkyl and polyfluoroalkyl substances (PFAS) are kept out of our environment. AB 727 focuses on prohibiting manufacturing, selling, delivering, distributing, holding, or offering for sale in the state, a cleaning product that contains regulated PFAS.	Currently in the Senate Judiciary Committee and was heard on July 6	Support	State Priorities: Monitor state legislation as well as State Water Resources Control Board (SWRCB) regulatory activity related to PFAS.	ACC-OC - NYC LOCC - NYC CASA - Sponsor CSDA - Watch ACWA - NYC
AB 759	Grayson [D]	Current law authorizes a sanitary district to acquire, plan, construct, reconstruct, alter, enlarge, lay, renew, replace, maintain, and operate garbage dumpsites and garbage collection and disposal systems, sewers, drains, septic tanks, and sewerage collection, outfall, treatment works and other sanitary disposal systems, and storm water drains and storm water collection, outfall and disposal systems, and water recycling and distribution systems, as the deemed necessary and proper by the governing board of the district. Current law generally authorizes the district to expend money only upon written order of the board. This bill would instead authorize funds to be expended in a manner prescribed by the board.	Signed into law	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - Sponsor CSDA - Support ACWA - Favor
AB 1152	Patterson [R]	Would exempt from the California Environmental Quality Act (CEQA) a project to construct or expand a recycled water pipeline for the purpose of mitigating drought conditions for which a state of emergency was proclaimed by the Governor if the project meets specified criteria. Because a lead agency would be required to determine if a project qualifies for this exemption, this bill would impose a state-mandated local program. The bill would also exempt from CEQA the development and approval of building standards by state agencies for recycled water systems.	Two Year Bill	Watch	Legislative and Regulatory Policies: Environment/Climate Resiliency - Support efforts to reform the California Environmental Quality Act (CEQA) to streamline current procedures and regulations for projects to refurbish or replace existing infrastructure facilities.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Watch ACWA - NYC

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
AB 1196	Villapadua [D]	The Water Quality, Supply, and Infrastructure Improvement Act of 2014, a bond act approved by the voters as Proposition 1 at the November 4, 2014, statewide general election, authorizes the issuance of general obligation bonds to finance a water quality, supply, and infrastructure improvement program, as specified. Under the bond act, \$520,000,000 is available, upon appropriation by the Legislature, for expenditures, grants, and loans for projects that improve water quality or help provide clean, safe, and reliable drinking water to all Californians. Current law requires projects eligible for this funding to help improve water quality for a beneficial use. This bill would make a nonsubstantive change to the latter provision.	Two Year Bill	Watch	Guiding Priorities: Obtain financial assistance for OC San projects through grants, loans, and legislative directed funding.	ACC-OC - NYC LOCC - NYC CASA - Support if Amended CSDA - Watch ACWA - NYC
AB 1216	Muratsuchi [D]	Would require, on or before January 1, 2025, the owner or operator of a wastewater treatment facility that is located within 1,500 feet of a residential area and has an original design capacity of 425,000,000 gallons or more per day to develop, install, operate, and maintain a wastewater treatment-related fence-line monitoring system in accordance with guidance developed by the appropriate air quality management district. The bill would require the wastewater treatment-related fence-line monitoring system to include equipment capable of measuring pollutants of concern, including hydrogen sulfide, nitrogen oxides, and volatile organic compounds emitted to the atmosphere from wastewater treatment or reclamation processes that the appropriate district deems appropriate for monitoring. The bill would also require the owner or operator of a wastewater treatment facility to collect real-time data from the wastewater treatment-related fence-line monitoring system, to maintain records of that data, and to transmit the data to the appropriate air quality management district in accordance with the district's guidance. In addition, the bill would require, to the extent feasible, the data generated by these systems to be provided to the public as quickly as possible in a publicly accessible format.	Currently in the Senate Appropriations Committee	Oppose	Legislative and Regulatory Policies: Air Quality - Oppose redundant and unreasonable requirements, such as potentially double reporting requirements, with respect to emissions reporting associated with AB 617.	ACC-OC - NYC LOCC - NYC CASA - Oppose CSDA - Watch ACWA - NYC
AB 1423	Schiavo [D]	Would, commencing January 1, 2024, require a manufacturer or installer of a covered surface, defined as artificial turf or a synthetic surface that resembles grass, proposing to design, sell, or install a field with a covered surface to any party to notify the party at the earliest possible date that the covered surface contains regulated PFAS, as defined. The bill would also prohibit, commencing January 1, 2024, a public entity, including a charter city, charter county, city, or county, any public or private school serving pupils in kindergarten or any of grades 1 to 12, inclusive, a public institution of higher education, other than the University of California, or a private institution of higher education from purchasing or installing a covered surface containing regulated PFAS, as provided.	Currently on the Senate Floor	Watch	State Priorities: Monitor state legislation as well as State Water Resources Control Board (SWRCB) regulatory activity related to PFAS.	ACC-OC - NYC LOCC - NYC CASA - Watch CSDA - Watch ACWA - NYC

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
AB 1567	E. Garcia [D]	Would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$15,995,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, clean energy, and workforce development programs.	Referred to the Senate Natural Resources and Water Committee and the Senate Governance and Finance Committee	Watch	Guiding Priorities: Obtain financial assistance for OC San projects through grants, loans, and legislative directed funding.	ACC-OC - NYC LOCC - Support if Amended CASA - Support if Amended CSDA -Support if Amended ACWA - Support if Amended
AB 1594	E. Garcia [D]	This bill would require any state regulation that seeks to require, or otherwise compel, the procurement of medium- and heavy-duty zero-emission vehicles by a public agency utility to ensure that those vehicles can support a public agency utility's ability to maintain reliable water and electric services, respond to disasters in an emergency capacity, and provide mutual aid assistance statewide and nationwide, among other requirements. The bill would define a public agency utility to include a local publicly owned electric utility, a community water system, and a wastewater treatment provider, as specified.	Currently in the Senate Environmental Quality Committee and was heard on July 5	Support	Legislative and Regulatory Policies: Air Quality - Oppose redundant and unreasonable requirements, such as potentially double reporting requirements, with respect to emissions reporting associated with AB 617.	ACC-OC - NYC LOCC - NYC CASA - Support CSDA -Watch ACWA -Favor
AB 1660	Ta [R]	Existing law requires the State Air Resources Board to adopt regulations to achieve the maximum feasible reduction in volatile organic compounds emitted by consumer products, as defined, if the state board determines adequate data exist to establish the regulations are necessary to attain state and federal ambient air quality standards and the regulations are commercially and technologically feasible and necessary. This bill would authorize the state board to exempt an intentionally added PFAS from that prohibition if the state board determines that the intentionally added PFAS has characteristics that are beneficial for the environmental goals of the State of California and is not identified as persistent, bioaccumulative, and toxic to the environment. This bill contains other existing laws.	Two Year Bill	Watch	State Priorities: Monitor state legislation as well as State Water Resources Control Board (SWRCB) regulatory activity related to PFAS.	ACC-OC - NYC LOCC - NYC CASA - Oppose CSDA - Watch ACWA - NYC
ACA 2	Alanis [R]	Would establish the Water and Wildfire Resiliency Fund within the State Treasury, and would require the Treasurer to annually transfer an amount equal to 3 percent of all state revenues that may be appropriated as described from the General Fund to the Water and Wildfire Resiliency Fund. The measure would require the moneys in the fund to be appropriated by the Legislature and would require that 50 percent of the moneys in the fund be used for water projects, as specified, and that the other 50 percent of the moneys in the fund be used for forest maintenance and health projects, as specified.	Referred to the Assembly Water, Parks, and Wildlife Committee and the Assembly Natural Resources Committee	Watch	Guiding Priorities: Obtain financial assistance for OC San projects through grants, loans, and legislative directed funding.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Watch ACWA - NYC

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
SB 23	Caballero [D]	This bill would require, if an applicant requests a preapplication consultation, the state board or regional boards to adhere to specified procedures and timelines in reviewing the application before issuing project certification. The bill would authorize a project proponent to petition the state board to reconsider its determination of application completeness, or to appeal to the state board any regional board's determination of application completeness. This bill would authorize a state agency, defined to mean any agency, board, or commission, including the state board or the regional boards, with the power to issue a permit that would authorize a water supply project or authorize a flood risk reduction project, to take specified actions in order to complete permit review and approval in an expeditious manner. The bill would make findings and declarations related to the need to expedite water supply projects and flood risk reduction projects to better address climate change impacts while protecting the environment.	Two Year Bill	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Support ACWA - Sponsor
SB 34	Umberg [D]	Would, until January 1, 2030, would require the County of Orange, or any city located within Orange County, if notified by the Department of Housing and Community Development that its planned sale or lease of surplus land is in violation of existing law, to cure or correct the alleged violation within 60 days, as prescribed. The bill would prohibit an Orange County jurisdiction that has not cured or corrected any alleged violation from disposing of the parcel until the department determines that it has complied with existing law or deems the alleged violation not to be a violation.	Currently in the Assembly Local Government Committee and was heard on July 12	Oppose Unless Amended	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Oppose Unless Amended ACWA - NYC
SB 229	Umberg [D]	Current law, among other enforcement provisions, makes a local agency that disposes of land in violation of these disposal provisions, after receiving notification of violation from the department, liable for a penalty of 30% of the final sale price of the land sold in violation for a first violation and 50% for any subsequent violation. Under current law, except as specified, a local agency has 60 days to cure or correct an alleged violation before an enforcement action may be brought. This bill would require a local agency that has received a notification of violation from the department to hold an open and public session to review and consider the substance of the notice of violation. The bill would require the local agency's governing body to provide prescribed notice no later than 14 days before the public session.	Currently in the Assembly Local Government Committee and was heard on July 12	Oppose Unless Amended	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Oppose Unless Amended ACWA - NYC

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
SB 411	Portantino [D]	This bill, until January 1, 2028, would authorize an eligible legislative body to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if the city council has adopted an authorizing resolution and 2/3 of an eligible legislative body votes to use the alternate teleconferencing provisions. The bill would define “eligible legislative body” for this purpose to mean a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to the act.	Currently in the Assembly Local Government Committee and was heard on July 12	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - Support CASA - Support CSDA - Watch ACWA - NYC
SB 659	Ashby [D]	Would establish the California Water Supply Solutions Act of 2023 to, among other things, achieve an increase of 10,000,000 acre-feet of annual groundwater recharge by December 31, 2035, in order to increase the state’s groundwater supply. The bill would require, on or before January 1, 2025, the department, in consultation with the water boards, as defined, to prepare and approve a groundwater recharge action plan to be included in the next update to the California Water Plan. The bill would require the groundwater recharge action plan to identify and make recommendations on immediate opportunities and potential long-term solutions to increase the state’s groundwater supply, as specified. The bill would require specified actions with regards to the groundwater recharge action plan, including, among other things, requiring the department and water boards to update the groundwater recharge action plan at the same time that they prepare updates to the California Water Plan. The bill would require, by December 31, 2035, the department and water boards to implement the recommendations identified in the groundwater recharge action plan that result in new infrastructure and institutional mechanisms in place that provide for the ability to create an additional average annual groundwater recharge amount of 10,000,000 acre-feet.	Currently in the Assembly Water, Parks, and Wildlife Committee and was heard on July 11	Watch	Guiding Priorities: Obtain financial assistance for OC San projects through grants, loans, and legislative directed funding.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Watch ACWA - Favor
SB 745	Cortese [D]	Would require the California Building Standards Commission to research, develop, adopt, approve, codify, and publish voluntary and mandatory building standards to reduce potable water use in new residential and nonresidential buildings, as specified. The bill would require the commission to perform a review of voluntary and mandatory water efficiency and water reuse standards in the California Buildings Standards Code every 3 years, commencing with the next triennial edition, and update as needed.	Currently in the Assembly Housing and Community Development Committee and was heard on July 12	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Oppose Unless Amended ACWA - Not Favor Unless Amended

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
SB 867	Allen [D]	Would enact the Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$15,500,000,000 pursuant to the State General Obligation Bond Law to finance projects for drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate smart agriculture, park creation and outdoor access, and clean energy programs.	Currently in the Assembly Natural Resources Committee and was heard on July 10	Watch	Guiding Priorities: Obtain financial assistance for OC San projects through grants, loans, and legislative directed funding.	ACC-OC - NYC LOCC - Support if Amended CASA - Support if Amended CSDA - Support if Amended ACWA - Support if Amended

Legend:
 ACC-OC - Association of California Cities, Orange County
 LOCC - League of California Cities
 NYC - Not Yet Considered
 CASA - California Association of Sanitation Agencies
 ACWA - Association of California Water Agencies
 CSDA - California Special Districts Association



STEERING COMMITTEE

Agenda Report

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

File #: 2023-3120

Agenda Date: 7/26/2023

Agenda Item No: 14.

FROM: Robert Thompson, General Manager

SUBJECT:

GENERAL MANAGER'S FISCAL YEAR 2023-2024 WORK PLAN

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Receive and file the General Manager's Fiscal Year 2023-2024 Work Plan.

BACKGROUND

Each year, the General Manager prepares a work plan of activities supporting Orange County Sanitation District's (OC San) strategic goals and initiatives to be accomplished during the fiscal year.

RELEVANT STANDARDS

- Maintain a culture of improving efficiency to reduce the cost to provide the current service level or standard
- Plan for and execute succession, minimizing vacant position times
- Cultivate a highly qualified, well-trained, and diverse workforce
- Maintain and adhere to appropriate internal planning documents (Biosolids, Odor, and Energy Master Plans)
- Use all practical and effective means for resource recovery

PRIOR COMMITTEE/BOARD ACTIONS

June 2023 - Steering Committee received and filed the General Manager's Fiscal Year 2023-2024 Proposed Work Plan.

ADDITIONAL INFORMATION

The General Manager's FY 2023-2024 Work Plan includes 21 goals which support the OC San Strategic Plan. Three of the goals are carried over from the fiscal year 2022-2023 Work Plan.

FINANCIAL CONSIDERATIONS

All items included in the General Manager's Work Plan were budgeted in the FY 2023-2024 Budget and support the Strategic Plan adopted in 2021.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- General Manager's Fiscal Year 2023-2024 Work Plan

July 26, 2023

TO: Chairman and Members of the Board of Directors

FROM: Robert C. Thompson, General Manager

SUBJECT: General Manager's FY 2023-2024 Work Plan

I am pleased to present my Work Plan for Fiscal Year 2023-2024. The plan has been developed to support the Strategic Plan and is organized under four Strategic Planning categories: Business Principles, Environmental Stewardship, Wastewater Management, and Workplace Environment. The 21 goals for next year include three goals from the previous year as well as new goals that will ensure our operations are safe and efficient. In addition, we will continue leading the way in innovation, financial management, and work force while maintaining the level of service we have committed to delivering.

1. Business Principles

- **Asset Management Plan** – Identify critical plant and collections assets that are currently in service and under construction that have long lead times for parts and replacement. Develop an approach to mitigate procurement risks and impacts to plant and collections resiliency under current market conditions by March 31, 2024. Develop an approach to evaluate procurement times, market pricing, and bidding risks for projects in the design phase and adjust construction cost estimates and schedules accordingly by December 31, 2023.
- **Permit Outreach and Restructuring** – Conduct an analysis of member agency services, encroachment permits, and requirements to better understand and evaluate if a regional approach and harmonized fee structure is needed with a determination by June 30, 2024.
- **Interagency Agreements for Wastewater Service** – Expand on coordination opportunities with the Irvine Ranch Water District with the expiration of agreements.
- **Pretreatment Management** – Work with member agencies to update waste discharge and pretreatment ordinance by June 30, 2024.
- **Organizational Advocacy and Outreach** – Implement an integrated outreach strategy that will include industry and media coverage for the Supercritical Water Oxidation project.

2. Environmental Stewardship

- **Food Waste Treatment** – Continue with a county-centric approach. Finalize the unified specifications and collaborate with Orange County Waste & Recycling to support the construction and utilization of a regional food waste processing facility by June 30, 2024.
- **Urban Runoff Optimization Study** – Identify opportunities within Orange County Water District, County of Orange, and OC San's respective water, stormwater, and wastewater systems for additional dry weather urban runoff diversion under a controlled discharge scenario by June 30, 2024
- **Energy Resilience** – (*Carried over from FY 22/23*) Investigate energy storage options to build resilience and offer potential cost savings. Work with the consultant as part of the Energy and Digester Gas Master Plan Study and report to the Board of Directors by October 31, 2023. Complete the Study by June 30, 2024.
- **Fleet Long-Term Strategy** – Review and update the fleet procurement strategy based on recently adopted regulations. Regulatory compliance will work with air quality consultants to analyze California Air Resources Board's Advanced Clean Fleet Regulations and develop recommendations for fleet replacement.
- **Headquarters Educational Display** – Develop a Board approved design for the hands-on educational display for the outdoor patio by June 2024.
- **Member Agency Outreach Program** – Develop outreach material for member agencies to educate, inform, and reduce impacts affecting the local and regional sewer system by December 31, 2023.
- **Industrial Users Award Program** – Identify opportunities to expand OC San Pretreatment Honor Roll Program beyond Significant Industrial Users by June 30, 2024.
- **Plant No. 2 Process Facilities Seismic Resilience** – Evaluate the seismic vulnerabilities of Plant No. 2 flow processes (primary clarifiers, activated sludge facility, and ocean outfall piping) within the plant. Determine the required improvements to maintain dry weather flow capacity after a seismic event. Incorporate necessary upgrades into future capital improvement projects. Advertise for a Request for Proposal by June 30, 2024.

3. Wastewater Management

- **Supercritical Water Oxidization** – (*Carried over from FY 22/23*) Complete the commissioning and begin demonstration of the pilot project by June 30, 2024, subject to regulatory permitting.
- **Wastewater Characterization Study** – In collaboration with the Orange County Water District and regulatory agencies, conduct research to characterize changes in OC San's final effluent following completion of the Groundwater Replenishment System. Complete initial chemical and toxicological evaluation by June 30, 2024.
- **Biosolids Management** – Refresh both short- and long-term hauling and management options to ensure reliability and availability of failsafe options, promote local biosolids management options, and enable compliance with Advance Clean Fleet and Greenhouse Gas reduction regulations by June 30, 2024.
- **Property Management** – Ensure compliance with easement requirements and maintain unobstructed access to OC San's regional sewer line within the Miller-Holder alignment in Huntington Beach. Begin outreach and coordination efforts by December 31, 2023.

4. Workplace Environment

- **Scanning & Paper Reduction** – (*Carried over from FY 22/23*) Complete Scope of Work for Phase II, issue Request for Proposal and award the contract for implementation of the trusted system in a phased approach by December 31, 2023. Complete Phase II by June 30, 2024.
- **Emergency Preparedness** – Develop and conduct an earthquake emergency response drill, which includes evacuation of buildings, assembly and accountability of employees, deployment of the damage assessment team, and medical team response by June 30, 2024. Conduct National Incident Management System (NIMS) training for employees that are involved in emergency planning, and response or recovery efforts by June 30, 2024. NIMS training is determined based on assignment within OC San's Emergency Operations Center (EOC). Additionally, employees will receive training on how to use the Incident Command System (ICS) forms specific to their role within the EOC.
- **Centralized Training Program** – OC San's employee training programs and activities will be transitioned from individual departments to Human Resources over a two-year period. The centralized approach will provide greater

consistency, transparency, and access for all employees, and ensure that OC San's training is responsive to the needs of the organization and in alignment with the Strategic Plan and General Manager's Work Plan. One new full-time employee will be dedicated to the program and will be recruited for by December 30, 2023. Human Resources will develop training profiles based on roles, classifications, and work groups and fully transition the compliance and essential training elements by June 30, 2024.

- **Employee Relations Legal Services** – Solicit, interview, and recommend a licensed law firm to provide as-needed legal services to support Human Resources in employment related cases by December 31, 2023.

RCT:jc



STEERING COMMITTEE

Agenda Report

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

File #: 2023-3121

Agenda Date: 7/26/2023

Agenda Item No: 15.

FROM: Robert Thompson, General Manager
Originator: Riaz Moinuddin, Director of Operations & Maintenance

SUBJECT:

SOUTHERN CALIFORNIA EDISON - AMENDMENT NO. 4 TO THE POWER PURCHASE AGREEMENT AT PLANT NO. 2

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Approve and Authorize the Board Chairman to execute Amendment No. 4 to the Power Purchase Agreement (QFID-04) with Southern California Edison (SCE) Company and Orange County Sanitation District, to allow for the extension of the term and to adjust the price for all energy delivered to SCE during the extension period.

BACKGROUND

The Orange County Sanitation District (OC San) operates five Central Generation (CenGen) engines and a steam turbine at Plant No. 2. The engines and steam turbine normally generate 100% of the power demand at Plant No. 2 and a nominal amount that is exported.

OC San and SCE entered into a Power Purchase Agreement (PPA) on September 9, 1991. The terms of this agreement end July 26, 2023. This agreement has had three prior amendments.

OC San has applied for a new PPA agreement, Net Energy Metering (NEM-ST), with SCE. The NEM-ST agreement is being processed by SCE. Amendment No. 4 will allow OC San to continue with the existing PPA and be compensated for resource capacity, however, OC San will not be compensated for any energy delivered to the grid. OC San does not plan to export energy in any significant way under this amendment and plans to operate the engines with near zero exports.

RELEVANT STANDARDS

- Ensure the public's money is wisely spent
- Maintain a culture of improving efficiency to reduce the cost to provide the current service level or standard

PROBLEM

The original PPA is set to expire on July 26, 2023. On April 12, 2023, OC San applied for the new PPA. The application is currently under review and will not be in place before the expiration of the existing PPA.

PROPOSED SOLUTION

Approve Amendment No. 4 of the current PPA which will provide continued service through November 30, 2024, or until the new PPA has been approved.

TIMING CONCERNS

Not amending the PPA by July 26, 2023 would leave OC San without a PPA.

RAMIFICATIONS OF NOT TAKING ACTION

Without this agreement, OC San will not be able to export power at Plant No. 2.

PRIOR COMMITTEE/BOARD ACTIONS

November 2018 - Approved Amendment No. 3 to the As-Available Capacity and Energy PPA with SCE, to allow OC San to receive monthly sale statements from SCE through the electronic mail system.

September 2005 - Authorized the General Manager to approve Amendment No. 2 to the PPA (QF 1098) with SCE, changing the type of the Plant No. 2 power generating facility from small power producer to co-generator facility.

February 2002 - Authorized the General Manager to execute contract amendments to the existing "As Available Capacity and Energy Power Purchase Agreements" with SCE, as follows, providing for the method of payment by Edison of money owed to the District for power sold to Edison from November 2000 through March 2001, in a form approved by General Counsel: Amendment No. 1 to Agreement Implementing Section 4.4 of Amendment No. 1 to the Power Purchase Agreement - QFID 1098 (for Plant No. 2) including Conditional Release and Waiver.

August 2001 - Authorized the General Manager to approve Amendment No. 1 to the PPA with SCE, changing the type of the Plant No. 2 power generating facility from small power producer to co-generator facility.

May 1991 - Approved documents relative to arrangements with SCE for parallel operation of power generating facilities and for purchase and sale of excess power in connection with the new Central Treatment Plant No. 2.

ADDITIONAL INFORMATION

N/A

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. This item has been budgeted. (Budget Update 2023-2024, Page 38).

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Proposed Amendment No. 4
- Amendment No. 3
- Amendment No. 2
- Amendment No. 1
- Original Agreement

Southern California Edison

QFID No. 2804, Orange County Sanitation District

AMENDMENT NO. 4

To the

POWER PURCHASE AGREEMENT

Between

SOUTHERN CALIFORNIA EDISON COMPANY

And

ORANGE COUNTY SANITATION DISTRICT

QFID No. 2804

This Amendment No. 4 (“Amendment No. 4”) to the Agreement (as that term is defined below) is entered into between Southern California Edison Company, a California corporation (“SCE”) and Orange County Sanitation District, a special district organized and existing under the County Sanitation District Act, Health and Safety Code Section 4700 et seq. (“Seller”). SCE and Seller are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used and not otherwise defined in this Amendment No. 4 shall have the meanings ascribed to such terms in the Agreement.

RECITALS

The Parties enter into this Amendment No. 4 with reference to the following facts:

- A. SCE and Seller are parties to that certain Power Purchase Agreement, dated as of September 9, 1991, as amended by that certain Amendment No. 1 to the Power Purchase Contract dated August 22, 2001, that certain Amendment No. 2 to the Power Purchase Contract, dated June 16, 2006 and that certain Amendment No. 3 to the Power Purchase Contract, dated December 6, 2018 (as amended from time to time, the “Agreement”).
- B. The term of the Agreement is to end on July 26, 2023, which date is thirty (30) years from Initial Operation.
- C. The Parties desire to amend the Agreement to allow for the extension of the term and to adjust the price for all energy delivered by Seller to SCE during the extension period, subject to the terms and conditions described herein.

The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.

Amendment No. 4 to the Power Purchase Agreement

Southern California Edison

QFID No. 2804, Orange County Sanitation District

AGREEMENT

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 3 of the Agreement is deleted in its entirety and replaced with the following:

“This Agreement shall be binding upon execution by the Parties and shall remain effective until 11:59 P.M. Pacific Time on the earliest to occur of: (a) November 30, 2024, (b) the date of the Permission to Operate letter issued from Edison to the Seller for the Generating Facility to allow for net metering, or (c) the fourteenth (14th) day after Edison receives written notice of termination via overnight mail at 2244 Walnut Grove Avenue, Rosemead, California 91770, Attention: Energy Contract Management, or electronic mail at EnergyContracts@sce.com (the earliest of the date in (a), (b) or (c) the “Term End Date”). Upon the Term End Date, this Agreement will expire without any further action by the Parties and be of no further force and effect, except as to obligations that survive such expiration as provided for herein.”

2. Section 13.2 of the Agreement is amended to add the following sentence at the end of the paragraph:

“Notwithstanding the foregoing, for all electricity delivered by Seller beginning 12:01 A.M. Pacific Time on July 27, 2023 until the Term End Date, Edison shall pay Seller zero dollars (\$0) per kilowatt-hour for energy.”

3. MISCELLANEOUS

- (a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.
- (b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect.
- (c) Governing Law. THIS AMENDMENT NO. 4 AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY

The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.

Amendment No. 4 to the Power Purchase Agreement

Southern California Edison

QFID No. 2804, Orange County Sanitation District

JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AMENDMENT NO. 4.

- (d) Successors and Assigns. This Amendment No. 4 shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- (e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Amendment No. 4 on behalf of such Party and to bind such Party to this Amendment No. 4. Any written notice required to be given under the terms of this Amendment No. 4 shall be given in accordance with the terms of the Agreement.
- (f) Effective Date. This Amendment No. 4 shall be deemed effective as of the date the last Party hereto executes this Amendment No. 4 (the "Effective Date").
- (g) Further Agreements. This Amendment No. 4 shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
- (h) Counterparts; Electronic Signatures. This Amendment No. 4 may be executed in one or more counterparts, each of which will be deemed to be an original of this Amendment No. 4 and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment No. 3 and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Amendment No. 4 as to the Parties and may be used in lieu of the original Amendment No. 4 for all purposes.

[Signature page follows]

The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.

Amendment No. 4 to the Power Purchase Agreement

Southern California Edison

QFID No. 2804, Orange County Sanitation District

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be executed by their duly authorized representatives on the dates indicated below their respective signatures.

ORANGE COUNTY SANITATION DISTRICT	SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation.
By: _____	By: _____
Chad P. Wanke Board Chairman	Mark Irwin Director of Energy Contracts Management
Date: _____	Date: _____

Attest:

By:

Kelly A. Lore, MMC
Clerk of the Board
Orange County Sanitation District

Date: _____

The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.

Amendment No. 4 to the Power Purchase Agreement

Southern California Edison

ID #2804, Orange County Sanitation District

AMENDMENT NO. 3

to the

AS-AVAILABLE CAPACITY AND ENERGY POWER PURCHASE AGREEMENT

between

SOUTHERN CALIFORNIA EDISON COMPANY

and

ORANGE COUNTY SANITATION DISTRICT

(RAP ID #2804)

This Amendment No. 3 (“Amendment No. 3”) to the Agreement (as that term is defined below) is entered into between Southern California Edison Company, a California corporation (“SCE”), and Orange County Sanitation District, a special district organized and existing under the County Sanitation District Act, Health and Safety Code Section 4700 et seq. (“Seller”). SCE and Seller are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used and not otherwise defined in this Amendment No. 3 shall have the meanings ascribed to such terms in the Agreement.

RECITALS

The Parties enter into this Amendment No. 3 with reference to the following facts:

- A. SCE and Seller are Parties to that certain As-Available Capacity and Energy Power Purchase Agreement, dated as of September 9, 1991 (as amended, supplemented or otherwise modified from time to time, the “Agreement”), which provides for the sale to Edison of electrical power from Seller’s Generating Facility (as that term is defined in the Agreement).
- B. The Parties wish to amend the Agreement in order to update the payment provisions set forth in Section 17.1 of the Agreement.

The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.

Amendment No. 3 to the As-Available Capacity and Energy Power Purchase Agreement

AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree as follows:

1. Section 17.1 of the Agreement is deleted in its entirety and replaced with the following:

“Edison shall deliver via electronic mail to Seller’s email address (SCESale@ocsd.com) not later than thirty (30) calendar days after the end of each monthly billing period (a) a statement showing the energy and capacity delivered to Edison during on-peak, mid-peak, off-peak, and super-off-peak periods during the monthly billing period, and (b) Edison’s computation of the amount due Seller. Edison shall make payment to Seller in said amount not later than thirty (30) calendar days after the end of each monthly billing period. Edison may make payments to Seller via check mailed to Seller’s designated address (10844 Ellis Avenue, Fountain Valley, CA 92708) or by Automated Clearing House (“ACH”) transaction.”

2. MISCELLANEOUS

- (a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.
- (b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect.
- (c) Governing Law. THIS AMENDMENT NO. 3 AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AMENDMENT NO. 3.
- (d) Successors and Assigns. This Amendment No. 3 shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- (e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Amendment No. 3 on behalf of such Party and to bind such Party to this Amendment No. 3.

The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.

Amendment No. 3 to the As-Available Capacity and Energy Power Purchase Agreement

Southern California Edison

ID #2804, Orange County Sanitation District

Any written notice required to be given under the terms of this Amendment No. 3 shall be given in accordance with the terms of the Agreement.

- (f) Further Agreements. This Amendment No. 3 shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
- (g) Counterparts; Electronic Signatures. This Amendment No. 3 may be executed in one or more counterparts, each of which will be deemed to be an original of this Amendment No. 3 and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment No. 3 and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Amendment No. 3 as to the Parties and may be used in lieu of the original Amendment No. 3 for all purposes.

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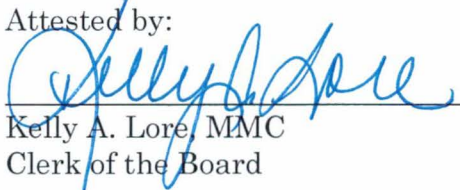
The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.


Amendment No. 3 to the As-Available Capacity and Energy Power Purchase Agreement

Southern California Edison

ID #2804, Orange County Sanitation District

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed by their duly authorized representatives on the dates indicated below their respective signatures.

ORANGE COUNTY SANITATION DISTRICT a special district organized and existing under the County Sanitation District Act, Health and Safety Code Section 4700 et seq.
By:  _____ Gregory C. Sebourn, PLS Board Chairman
Date: <u>11/28/2018</u>
Attested by:  _____ Kelly A. Lore, MMC Clerk of the Board
Date: <u>11/28/2018</u>

SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation.
By:  _____ Mark Irwin Director, Energy Contracts Management
Date: <u>12/6/2018</u>



The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.

Amendment No. 3 to the As-Available Capacity and Energy Power Purchase Agreement

**AMENDMENT NO. 2 TO THE
POWER PURCHASE AGREEMENT BETWEEN
ORANGE COUNTY SANITATION DISTRICT AND
SOUTHERN CALIFORNIA EDISON COMPANY**

QFID 1098

1. PARTIES

Southern California Edison Company, a California corporation ("Edison") and Orange County Sanitation District (formerly known as County Sanitation Districts of Orange County), a special district organized and existing under the County Sanitation District Act, Health and Safety Code Section 4700 et seq. ("Seller") hereby enter into this Amendment No. 2 ("Amendment") to the power purchase agreement between them dated September 9, 1991 ("Agreement"). Edison and Seller are sometimes referred to herein individually as a "Party" and jointly as the "Parties."

2. RECITALS

This Amendment is made with reference to the following facts, among others:

- 2.1 On September 9, 1991, Edison and Seller executed the Agreement, which provides for the sale to Edison of electrical power from Seller's Generating Facility (as that term is defined in the Agreement).
- 2.2 On August 22, 2001, Edison and Seller executed Amendment No. 1 to the Agreement ("Amendment No. 1") which, among other things, modified the methodology for calculating energy payments under the Agreement until June 30, 2006 or the last day of the Agreement term, whichever is earlier, as set forth in Section 3.1.1 of Amendment No. 1. Amendment No. 1 was approved by the California Public Utilities Commission ("CPUC") on April 3, 2003 in Decision 03-04-001.
- 2.3 The Parties wish to enter into this Amendment to: (i) change the designation of the Generating Facility in the Agreement from a small power production facility to a cogeneration facility; and (ii) change the amounts paid for energy and As-Available Capacity under the Agreement.

3. AMENDMENT

In consideration of the promises and mutual covenants and agreements hereinafter set forth, and subject to the condition precedent described in Section 4.2 below, the Parties agree as follows:

- 3.1 Section 1.1(d) of the Agreement shall be deleted in its entirety and replaced with the following:

"(d) Type: (Check One)

- Cogeneration facility
- Digester Gas (primary energy source)

**AMENDMENT NO. 2 TO THE
POWER PURCHASE AGREEMENT BETWEEN
ORANGE COUNTY SANITATION DISTRICT AND
SOUTHERN CALIFORNIA EDISON COMPANY**

QFID 1098

_____ Small power production facility
_____ (primary energy source)"

3.2 A new Section 2.23 shall be added to the Agreement, as follows:

"2.23 Amendment No. 1: On August 22, 2001, Edison and Seller executed Amendment No. 1 to this Agreement."

3.3 A new Section 2.24 shall be added to the Agreement, as follows:

"2.24 Section 3.31 of Amendment No. 1: Section 3.1.1 of Amendment No. 1 modified the methodology for calculating energy payments under this Agreement until June 30, 2006 or the last day of the Agreement term, whichever is earlier."

3.4 A new Section 2.25 shall be added to the Agreement, as follows:

"2.25 Interim Gas Adjustment Price Provisions: Section 3.1.1 of Amendment No. 1 provides that, subject to Sections 3.1.3 and 3.1.4 of Amendment No. 1, for the period from and including March 27, 2001 and extending to and including June 30, 2006 or the last day of the Agreement term, whichever is earlier, the energy payment provisions in Section 13.2 of this Agreement shall be substituted with the energy payments provisions in a new Section 13.2 set forth in Section 3.1.1 of Amendment No. 1. The energy payment provisions in this new Section 13.2 set forth in Section 3.1.1 of Amendment No. 1 shall be known as the Interim Gas Adjustment Pricing Provisions."

3.5 A new Section 2.26 shall be added to the Agreement, as follows:

"2.26 Monthly Baseline Level: The Monthly Baseline Level is measured in kWhs per monthly time of delivery period and is derived from Seller's average electricity deliveries to Edison during the corresponding seasonal month and time of delivery periods in calendar years 1999, 2000, and 2001. The time of delivery periods used are the same time periods used in Sections 13.3 and 14.3 of this Agreement. A separate Monthly Baseline Level is calculated for each time of delivery period during each summer and winter month. Seller's Monthly Baseline Levels are as set forth in Appendix G, attached to Amendment No. 2 to this Agreement and to this Agreement, and made a part hereof."

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3.6 A new Section 6.3(j) shall be added to the Agreement, as follows:

“6.3(j) Within thirty (30) business days following the end of each calendar year, and within thirty (30) business days following the end of the Agreement term, Seller shall provide Edison a calculation, with supporting data, which demonstrates the compliance of the Generating Facility with cogeneration Qualifying Facility operating and efficiency standards set forth in 18 Code of Federal Regulations Section 292.205 “Criteria for Qualifying Cogeneration Facilities” or any other operating and efficiency standards applicable to facilities operating in the State of California under California Public Utilities Code Section 218.5.”

3.7 Section 13.1 of the Agreement shall be deleted in its entirety and replaced with the following:

“13.1 Subject to the terms and conditions of this Agreement, Seller shall sell and deliver, at the Point of Delivery, and Edison shall purchase and accept delivery of, at the Point of Delivery, energy produced by the Generating Facility as specified in Sections 1.6 and 7.”

3.8 Section 13.2 of the Agreement shall be deleted in its entirety and replaced with the following:

“13.2 For all electricity delivered by Seller at or below the applicable Monthly Baseline Level, Edison shall pay Seller for energy at prices equal to: (i) Edison’s Short-Run Avoided Operating Costs; or (ii) if Section 3.1.1 of Amendment No. 1 and the Interim Gas Adjustment Price Provisions would be applicable, the price derived using the Interim Gas Adjustment Price Provisions. For all electricity delivered by Seller in excess of the applicable Monthly Baseline Level, Edison shall pay Seller for energy at prices equal to 88% of: (i) Edison’s Short-Run Avoided Operating Costs; or (ii) if Section 3.1.1 of Amendment No. 1 and the Interim Gas Adjustment Price Provisions would be applicable, the price derived using the Interim Gas Adjustment Price Provisions.”

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- 3.9 Section 14.2 of the Agreement shall be deleted in its entirety and replaced with the following:

“14.2 For all electricity delivered by Seller at or below the applicable Monthly Baseline Level, Edison shall pay Seller for As-Available Capacity at prices authorized from time to time by the CPUC and which are derived from Edison's avoided costs as approved by the CPUC. For all electricity delivered by Seller in excess of the applicable Monthly Baseline Level, Edison shall pay Seller for As-Available Capacity at 88% of prices authorized from time to time by the CPUC and which are derived from Edison's avoided costs as approved by the CPUC.”

- 3.10 A new Section 31.1 shall be added to the Agreement, as follows:

“31.1 Seller shall electronically provide Edison with a rolling 30-day hourly forecast beginning within three (3) business days of the Effective Date of Amendment No. 2 to this Agreement. Seller shall prepare the electronic files in the format shown in Appendix H. Seller shall update the rolling 30-day hourly forecast weekly and send the electronic files to "esmstpoutage@sce.com" with a copy to "presched@sce.com" by 5:00 PM each Wednesday. To the extent known by Seller and not previously communicated by Seller to Edison, by 8:00 AM each day, Seller shall notify Edison of any change of two (2) MW or more to Seller's hourly forecasts for that day. Seller is also encouraged to include hourly forecast changes for subsequent days preceding the next weekly update of the rolling 30-day hourly forecast. Seller shall notify Edison of such changes by telephoning Edison's Real-Time Group or using a California Independent System Operator Corporation ("ISO") or Edison provided web client (the "Web Client") if it is available.”

- 3.11 A new Section 31.2 shall be added to the Agreement, as follows:

“31.2 If for any reason Seller believes that Seller's actual deliveries of energy to Edison (as measured by meter(s) installed pursuant to Section 11) will deviate from Seller's forecasted deliveries of energy to Edison by five (5) MW or more (over or under) on an hourly basis for two (2) hours or more (a "Forecast Deviation"), Seller shall report the Forecast Deviation to Edison (a "Forecast Deviation Report") within one (1) hour from the occurrence of the event that caused the Forecast Deviation, or earlier, if it is reasonably possible to provide an earlier Forecast Deviation Report.

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Seller shall provide the Forecast Deviation Report via the Web Client if it is available and accessible by Seller. If the Web Client is unavailable or not accessible by Seller, Seller shall provide the Forecast Deviation Report by telephoning Edison's Real-Time Group. The Forecast Deviation Report will include Seller's best available information regarding the following: (1) the effective date and time of the change in the most recently submitted forecast; (2) the change in the most recently submitted forecast; and (3) the duration of the change in the most recently submitted forecast. Seller shall provide an updated Forecast Deviation Report in the manner set forth above as soon as is reasonably practicable after Seller learns that any information provided in its initial Forecast Deviation Report is materially inaccurate."

3.12 A new Section 31.3 shall be added to the Agreement, as follows:

"31.3 Any payment adjustment protocol related to scheduling that is approved by the CPUC for application to Uniform Standard Offer No. 1 or Reformed Uniform Standard Offer No. 1 QF contracts after the Effective Date of Amendment No. 2 to this Agreement will be deemed incorporated into this Agreement; provided, however, that Edison will not enforce any such payment adjustment protocol against Seller so long as Seller materially complies with Sections 31.1 and 31.2 above."

3.13 Under the Agreement and this Amendment, Edison shall sometimes pay Seller for energy at prices equal to a percentage of Edison's Short-Run Avoided Operating Costs (as that term is defined in the Agreement) and Edison shall pay Seller for As-Available Capacity (as that term is defined in the Agreement) at a percentage of prices authorized from time to time by the CPUC and which are derived from Edison's avoided costs as approved by the CPUC. The pricing terms of the Agreement and this Amendment may change if the CPUC subsequently modifies its policy on QF pricing methodology.

4. EFFECTIVE DATE AND COMMISSION APPROVAL

4.1 This Amendment shall become effective as of the date the last Party signs it, subject to Section 4.2 below, (the "Effective Date").

4.2 Subject to Edison's waiver, as provided below, Sections 3.1 through 3.13 of this Amendment shall only become effective upon "Commission Approval," which means issuance by the CPUC of a final decision, no longer subject to appeal, approving this Amendment without condition or modification unacceptable to Edison, and containing

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findings that this Amendment and Edison's entry into this Amendment are reasonable and prudent for all purposes including recovery of all payments made pursuant hereto in rates, subject only to review with respect to the reasonableness of Edison's administration of the Agreement and this Amendment. Edison shall file an application or advice letter filing, if appropriate, requesting Commission Approval with the CPUC. Seller shall provide reasonable support and cooperation to Edison in connection with the filing and presentation of any such application or advice letter filing. Edison may, in its sole discretion, at any time, waive the condition of Commission Approval set forth in this Section 4.2 by giving notice of such waiver in writing to Seller, in which case, Sections 3.1 through 3.13 of this Amendment shall become effective immediately upon the giving of such notice. If Commission Approval is not obtained (or waived by Edison) by 7/1/06 (or by such date beyond _____ as the Parties may later agree in writing) (the "Termination Date"), then, as of such Termination Date, this Amendment shall terminate. Upon any such termination, the Agreement shall revert to the terms and conditions it would have contained in the absence of this Amendment.

5. OTHER TERMS AND CONDITIONS

- 5.1 Except as expressly amended hereby, all terms and conditions of the Agreement and Amendment No. 1 shall remain in full force and effect.
- 5.2 Capitalized and underlined terms used but not defined herein have the meaning set forth in the Agreement, as previously amended.
- 5.3 None of the provisions of this Amendment, including this paragraph, shall be considered waived by either Party except when such waiver is given in writing. The failure of either Party to insist in any one or more instances upon strict performance of any of the provisions of this Amendment or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- 5.4 This Amendment shall not be amended except by a writing signed by both Parties.
- 5.5 This Amendment shall constitute the entire agreement of the Parties and supersede any and all prior or contemporaneous negotiations, correspondence, undertakings, and agreements between the Parties concerning the particular subject matter of this Amendment.

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- 5.6 This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 5.7 This Amendment is the result of negotiation and each Party has participated in the preparation of this Amendment. Accordingly, any rules of construction to the effect that any ambiguity shall be resolved against the drafting Party shall not be employed in the interpretation of this Amendment.
- 5.8 This Amendment shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California (without giving effect to choice of laws provisions that might apply the laws of a different jurisdiction).
- 5.9 Each Party represents and warrants that it has not assigned or otherwise transferred, or purported to assign or otherwise transfer, to any party that is not a Party to this Amendment, directly or indirectly, voluntarily, involuntarily, or by operation of law, the Agreement or any rights, liabilities or claims arising thereunder or related thereto, or any rights, claims or causes of action with it may have against the other Party.
- 5.10 Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Amendment on behalf of that Party and that, subject to the condition precedent set forth in Section 4.2 above, all requisite approvals and consents to enter into and bind each Party to the terms of this Amendment have been obtained.
- 5.11 This Amendment may be executed in counterparts, each of which shall be deemed an original and which together shall constitute a single instrument.

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This Amendment is hereby executed as of the 16th day of JUNE 2006

**ORANGE COUNTY SANITATION
DISTRICT**

**SOUTHERN CALIFORNIA
EDISON COMPANY**

By: Steve Anderson

By: Stuart R. Heath

Name: STEVE ANDERSON

Name: Stuart R. Heath

Title: CHAIRMAN

Title: Director of QF Resources

Date: Sept. 28-05

Date: 6/16/06

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APPENDIX G

Monthly Baseline Level (kWh)

<u>Time Of Delivery</u>	<u>On-Peak</u>	<u>Mid-Peak</u>	<u>Off-Peak</u>	<u>Super Off-Peak</u>
Summer	90,365	167,383	262,750	N/A
Winter	N/A	202,375	159,494	108,540

Notes:

- 1) A separate Baseline Level is calculated for each Time of Delivery period, during each summer and winter month.**

**AMENDMENT NO. 1
TO
POWER PURCHASE AGREEMENT
between
ORANGE COUNTY SANITATION DISTRICT
and
SOUTHERN CALIFORNIA EDISON COMPANY
QFID 1098**

1. Parties.

The Parties to this Amendment No. 1 (the "Amendment") to the above-referenced Power Purchase Agreement (the "Contract") are Orange County Sanitation District (formerly known as County Sanitation Districts Of Orange County) ("Seller"), a special district organized and existing under the County Sanitation District Act, Health and Safety Code Section 4700 et. Seq., and Southern California Edison Company ("Edison"), a California corporation, individually "Party," collectively, "Parties."

2. Recitals.

This Amendment No.1 to the Contract is made with reference to the following facts, among others:

- 2.1** On September 9, 1991, Seller and Edison executed the Contract to provide for the terms and conditions for the sale of electric power delivered to Edison.
- 2.2** [This section intentionally left blank.]
- 2.3** The California Public Utilities Commission ("Commission") reformed the Short-Run Avoided Cost ("SRAC") formula for energy payments made to qualifying facilities ("QFs") in Decision ("D.") 96-12-028 dated December 9, 1996.
- 2.4** For the period November 1, 2000 through March 26, 2001, Edison accepted but did not pay for certain deliveries of electric energy and capacity. Seller maintains, and Edison disputes, that Edison's failure to pay for the certain deliveries of energy and capacity, as and when due, constituted a material breach of the Contract, permitting Seller to exercise certain rights and remedies available under applicable law. The amount owing from Edison to Seller in respect of such deliveries and the amount owed Seller from March 27, 2001 to the Effective Date, as defined herein, are also in dispute.
- 2.5** In D.01-03-067, dated March 27, 2001, the Commission modified the SRAC formula approved in D.96-12-028 by, among other things, replacing the simple average of monthly published border indices at Topock with the simple average of monthly published border

indices at Malin plus Pacific Gas & Electric Company's ("PG&E") G-AAOFF (Redwood to Off-System Path) tariffed rate for the purpose of calculating GPn in the SRAC formula. Various parties, including Edison, timely filed applications for full or partial rehearing of D.01-03-067, which applications remain pending before the Commission.

- 2.6 At a workshop sponsored by the Commission's Energy Division on April 19, 2001, and in other communications, various gas-fired cogenerators under contract with Edison have represented that they are either unable to buy gas at prices similar to the Malin index, or that (1) they are unable physically to transport gas from Malin to their projects at prices similar to the tariffed rate on the Redwood to Off-System Path, (2) such generators purchase natural gas at prices tied to Topock prices, and (3) they are unable to recover their variable operating costs under the SRAC formula as revised in D.01-03-067.
- 2.7 [This section intentionally left blank.]
- 2.8 In recognition of the Parties' respective positions and the possibility that a Bankruptcy Case, as defined in Section 3.2.7, may be commenced by or with respect to Edison, and in an attempt to compromise their ongoing disputes, Edison and Seller desire to amend the Contract to provide for an "Interim Gas Adjustment Price" that, subject to Sections 3.1.2 and 3.1.4, will be payable to Seller during the term of this Amendment under the terms and conditions set forth herein, it being the intention of the Parties that this Amendment, including without limitation Section 3.2.7 hereof, shall be fully enforceable as part of the Contract in the event the Contract, as hereby amended, is assumed in any Edison Bankruptcy Case.

3. Agreement.

In consideration of the promises, mutual covenants and agreements hereinafter set forth, the Parties hereby agree to the following:

3.1 SRAC Pricing Provisions.

3.1.1 Interim Gas Adjustment Price Provisions. Subject to Commission Approval, as provided for in Sections 4.1 and 4.2 below, or waiver thereof as provided for in Section 4.3, and subject further to Sections 3.1.3 and 3.1.4 below, for the period from and including March 27, 2001 and extending to and including June 30, 2006 or the last day of the Contract term, whichever is earlier, the following Energy payment provisions shall be substituted in the place of Section 13 to the Contract:

"Section 13.

- 13.1 Seller shall receive a monthly payment for Energy purchased by Edison in accordance with the formula set forth below.

13.2 Seller's monthly Energy payment shall be the sum of payments for Energy purchased during the on-peak, mid-peak, off-peak and super off-peak periods as those periods are defined in Edison Tariff Schedule No. TOU-8 as of May 1, 2001. Payment shall be calculated as follows:

MONTHLY ENERGY PAYMENT = On-Peak Period Energy Payment + Mid-Peak Energy Payment + Off-Peak Period Energy Payment + Super Off-Peak Energy Payment.

Where:

PERIOD ENERGY PAYMENT = (Period Interim Gas Adjustment Price in cents/kWh) x (Period kWh Delivered by Seller and Purchased by Edison) x (Energy Loss Adjustment Factor)

The Period Interim Gas Adjustment Price shall be calculated as follows:

$$P_n = \{P_{Base} + (P_{Base} * (GP_n - GP_{Base}) / GP_{Base} * Factor)\} * TOU Factor$$

where:

P_n = Period Interim Gas Adjustment Price in cents/kWh.

P_{Base} = Base Energy Price, set at 2.0808 cents/kWh

GP_n = Gas price for the period being considered based on a Southern California Border Spot Index in \$/MMBtu. The Southern California Border Spot Index shall be calculated to four decimal places by taking the average of three indices found in the first of the month issue for the month of Energy delivery in the following trade publications:

- 1) The "Index" price for "West Texas/California Border - So Cal Border - Topock" under the table identified as "Midcontinent Region - Rocky Mountains - West Texas/California Border Points - Canadian Imports - Canadian Domestic" in the publication Btu's Daily Gas Wire.
- 2) The "Bidweek" for "California - Southern Cal. Border Avg." under the table identified

as "Spot Gas Prices" in the publication
NGI's Bidweek Survey.

- 3) The "Bid-Week" price for "El Paso" at
"Calif. Border" under the table identified as
"Spot Prices on Interstate Pipeline Systems"
in the publication Natural Gas Week Daily
Price Snapshot.

GP_{Base} = Base Gas Price, set at \$1.3975/MMBtu

Factor =
$$\frac{(((9821*(GP_n+GT_n))/10000)+O\&M)-P_{Base}}{P_{Base}*((GP_n- GP_{Base})/ GP_{Base})}$$

O&M = Variable Operations and Maintenance adder,
initially set at 0.30 cents/kWh, and escalated
annually on each anniversary of the Effective
Date effective for deliveries during the next
calendar month after such anniversary, by
multiplying the initial O&M adder by the most
recent average California Consumer Price Index
as of such anniversary date, divided by the most
recent average California Consumer Price Index
as of June 1, 2001.

GT_n = The total burner tip rate for intrastate gas
transportation service available to cogenerators on
the Southern California Gas ("SoCalGas") system
including applicable fees and surcharges, in
\$/MMBtu. As of the Effective Date, such rate is the
sum of the SoCalGas (1) GT-F5 transportation rate,
(2) ITCS rate, and (3) G-MSUR surcharge, as
specified in D.01-03-067.

TOU Factor = Time of Use Factor from Edison's Tariff
Schedule TOU-8"

3.1.2 Seller's Warranty. Seller hereby represents and warrants, with respect to the
Generating Facility (as defined in the Contract), that, as of the date that this
Amendment is executed by Seller: (1) Seller relies upon commercially available
natural gas (as opposed to process produced gas) to produce energy and capacity
delivered under the Contract, (2) Seller is either unable to buy natural gas at prices
similar to the Malin index or is unable physically to transport natural gas from
Malin to its Generating Facility at prices similar to the tariffed rate on the
Redwood to Off-System Path; (3) Seller purchases natural gas at prices tied to

Topock prices; and (4) Seller is unable to recover its variable operating costs under the SRAC formula as revised in D.01-03-067.

- 3.1.3 Good Faith Negotiations.** If at any time after one year from the Effective Date of this Amendment, Edison concludes, based on transactions that rely upon published indices and utility tariffs (or other publicly available and verifiable points of reference that are applicable to one or more classes of generators in Edison's service territory), that natural gas is physically or financially available at the burnertip to Seller at a price lower than the effective avoided burnertip gas price assumed in the foregoing formula and at a volume sufficient to meet all of the operating needs of Seller, Edison may provide notice to Seller of its conclusion. Upon such notice, Edison and Seller shall enter into good faith negotiations to modify the gas indices incorporated in Section 3.1 above; *provided* that nothing in this Section 3.1.3 shall be used or construed to require Seller to provide any gas cost information to Edison or any other party, and Edison shall not propose any new gas indices that fail to reflect gas prices that are actually available to the Seller at the burnertip.
- 3.1.4 One Time Option.** Notwithstanding the provisions of the forgoing Section 3.1.1, following the Effective Date of this Amendment, within fifteen days of the issuance of any order or ruling by a court, the Federal Regulatory Energy Commission ("FERC") or the Commission changing the formula for setting SRAC energy payments, Seller may by written notice to Edison, elect on a one time irrevocable basis to be paid thereafter for energy delivered during the balance of the term of this Amendment under the resulting revised SRAC formula and price, as they may be subsequently modified from time-to-time.
- 3.1.5 Line Loss Factors.** During such time as Seller is paid for energy deliveries pursuant to the formula set forth in Section 3.1.1, the Energy Loss Adjustment Factor shall be 1.0. If Seller exercises the option provided for in Section 3.1.4, the Energy Loss Adjustment Factor shall revert to the then current Commission-approved methodology, as such methodology may be subsequently modified from time-to-time.
- 3.1.6 Advance Payments.** Within five (5) business days after the Effective Date of this Amendment, Edison will make (i) an advance estimated payment to Seller for the amount of energy and capacity (as calculated pursuant to the Contract as amended by this Amendment) that is expected to be delivered by Seller to Edison for the balance of the then current month (but only if Edison has not already made an advance payment in respect of such month under an interim amendment contemplated under Section 4.15 below) [if applicable], and (ii) an adjustment payment to reflect the application of the Interim Gas Price Adjustment beginning with energy deliveries made on March 27, 2001. For purposes of calculating such advance payment and each additional advance payment required of Edison under this Amendment, Edison shall utilize a good faith estimate of the relevant expected

deliveries based on the kilowatt-hours delivered by Seller during the corresponding month of 2000 (determined on a pro rata basis to account for any less than full calendar month period), and a good faith estimate of GTn and GPn (or the SRAC price under the Alternate SRAC Pricing Formula if so elected by Seller under Section 3.1.4 above) for the relevant delivery month. Ten (10) days prior to the beginning of (1) the next full month subsequent to the Effective Date, and (2) each month thereafter until Edison has paid Seller in full for all payments determined to be due and owing to Seller under the Contract, including any past due amounts, Edison will make an additional advance estimated payment to Seller for expected energy and capacity deliveries. However, if the Effective Date occurs within twelve (12) days of the beginning of the next full month subsequent to the Effective Date, the advance estimated payment applicable to such next full month shall be due and payable within five (5) business days after the Effective Date. Each advance payment made by Edison shall be subject to true up to reflect (i) actual metered deliveries for the relevant delivery month and (ii) the actual GTn and GPn (or the SRAC price under the Alternate SRAC Pricing Formula if so elected by Seller under Section 3.1.4 above) for such month, as determined in the manner provided herein. Seller agrees to deliver energy and capacity in accordance with the Contract to Edison for each calendar month that Seller receives such advance, estimated payment, or to refund said payment in its entirety within five (5) business days from receipt thereof. Further, any balance due either Edison or Seller for any true up shall be refunded or paid, as the case may be, through a debit or credit to the next payment due from Edison to Seller. This Amendment shall impose no obligation on the part of the Seller to apply payments made according to this Amendment to the past-due sums or any interest thereon.

3.1.7 Termination of Advance Payment. The advance payment obligation set forth in the preceding Section 3.1.6 shall terminate on the date on which Edison has paid to Seller the Stipulated Past Due Amount, as defined in Section 3.2.5.

3.2 Forbearance.

3.2.1 Standstill. For a period of 180 days (unless such period is extended by further agreement of the Parties, and subject to Section 3.2.2) commencing on the Effective Date of this Amendment (the "Standstill Period"), the Parties will stay and refrain from commencing any new or from prosecuting any existing judicial and/or regulatory proceedings against the other Party, including, but not limited to the Litigation [if applicable], arising from either Party's performance under the Contract prior to the Effective Date, as defined in Section 4.1, below; *provided that* the foregoing provision shall not apply to Edison's obligation to pay for energy and capacity delivered by Seller on and after March 27, 2001. In addition, Edison shall not take any action during the Standstill Period to place Seller on probation or to derate the Contract Capacity, as defined in the Contract, as a result of Seller's performance or non-performance under the Contract from January

1, 2001 through and including the Effective Date. Further, at the request of Seller, Edison shall, jointly with Seller, make reasonable efforts to obtain an exemption of Seller from any rulings, orders or decisions that may be issued in Commission Investigation 01-04-027, and Edison and Seller agree that no ruling, order or decision issued in such proceeding shall in any way affect the Parties' obligations under this Amendment. In addition, upon the Effective Date, Edison shall withdraw its subpoena issued against Seller, or Seller's representative, in R.99-11-022 [if applicable].

3.2.2 **Termination of Standstill Period.** The Standstill Period shall terminate prior to the 180 days set forth above on the occurrence of any of the following: (i) at Seller's option if (a) Edison fails to make full and timely payment of amounts due in accordance with the terms of this Amendment, D.01-03-067 or the Contract which become due for deliveries by Seller on and after March 27, 2001; (b) Edison files a petition for protection under the bankruptcy laws; (c) an involuntary petition for relief in bankruptcy is filed against Edison and an order for relief is entered with respect to such petition; or (ii) at the option of the non-breaching Party, if Edison or Seller breaches its obligations under this Amendment or under the Contract on or after the Effective Date, as defined in Section 4.1 below. Termination of the Standstill Period pursuant to (i)(b) or (c) above shall be without prejudice to either Party's position regarding any stay that may issue in connection with a bankruptcy proceeding. Edison and Seller shall cooperate in drafting and executing any court or other documents necessary to obtain a stay in any judicial or regulatory proceedings consistent with the intent of this Section 3.2.2. Notwithstanding the foregoing, nothing in Section 3.2.1 or in this Section 3.2.2 shall prohibit Seller from filing a proof of claim in any Bankruptcy Case, or from pursuing or participating in judicial or regulatory proceedings pertaining to Pacific Gas & Electric Company or San Diego Gas & Electric Company. Further, notwithstanding the foregoing, nothing in Section 3.2.1 or in this Section 3.2.2 shall prohibit Edison from pursuing or participating in judicial and/or regulatory proceedings pertaining to any other qualifying facility that has not entered into a contract amendment or other agreement providing for forbearance on the part of such qualifying facility.

3.2.3 **Forbearance and Tolling of Attachment Liens, Restraining Orders, Etc.** [If applicable] Commencing on the Effective Date of this Amendment and continuing throughout the Standstill Period, Seller (i) shall forbear from enforcing any and all perfected attachment liens and other involuntary liens on Edison property, (ii) shall promptly upon the Effective Date instruct the sheriff and/or other levying officer to release the lien or the levy of any writ of attachment previously accomplished against Edison property and shall take such further actions as are reasonably necessary to cause such release to be effectuated within five (5) days of the Effective Date,

and (iii) shall likewise forbear from enforcing any and all restraining orders, injunctions or similar relief, obtained in the Litigation or otherwise against Edison; and timing requirements related to such liens, orders or relief shall be tolled, day-for-day, to account for such forbearance. Edison and Seller shall cooperate in drafting and executing any court or other documents necessary to toll applicable time limitations consistent with the intent of this Section 3.2.3.

3.2.4

Mutual Release of Claims. Subject to Section 4.4, if Edison provides to Seller payment of the Stipulated Past Due Amount, as defined below, within 180 days of the Effective Date of this Amendment, all issues between Edison and Seller arising from (a) Edison's non-payment for electricity delivered by Seller from November 1, 2000 through and including March 26, 2001, (b) Seller's performance or non-performance under the Contract from January 1, 2001 through and including the Effective Date, to the extent such performance or non-performance was caused by the factors identified in Seller's declaration under penalty of perjury as provided for in Section 3.2.5 below, and (c) Seller's payment or non-payment of amounts owing to Edison under the Contract or otherwise shall be resolved. Upon such payment of the Stipulated Past Due Amount by Edison, (i) Edison and Seller, and each of their respective parents, affiliates, subsidiaries, directors, officers, employees, agents, insurers, attorneys, assigns and successors, by operation of law or otherwise, shall be released from any and all known and unknown claims between them, including, but not limited to, claims for general, consequential, and exemplary damages, arising from the circumstances described in the foregoing sentence, and Edison waives any right to place Seller on probation or to derate the Contract Capacity arising out of Seller's performance or non-performance under the Contract from January 1, 2001 through and including the Effective Date, and (ii) [if applicable] the Parties shall promptly cause to be dismissed with prejudice all claims in the Litigation that would be barred by the foregoing mutual release. As to claims that are released pursuant to this Section 3.2.4 and Section 3.2.9, Seller and Edison waive the application of Civil Code Section 1542, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected the settlement with the debtor." If Edison fails to pay the Stipulated Past Due Amount within 180 days of the Effective Date, the provisions of this Section 3.2.4 (other than the immediately preceding sentence with respect to the release contained in Section 3.2.9) shall have no force and effect.

3.2.5

Stipulated Past Due Amount. The "Stipulated Past Due Amount" shall be the sum of (a) the amount that is owing to Seller for electricity deliveries during the period November 1, 2000 through and including March 26,

2001, calculated according to the Contract's capacity payment provisions and the SRAC energy formula approved by the Commission in D.96-12-028 as it was in effect prior to March 27, 2001, taking into account as an offset any amounts that Seller has failed to pay to Edison under the Contract (but not including any amounts claimed to be due as a result of Seller's failure to deliver quantities of energy or capacity under the Contract during the period January 1, 2001 through and including the Effective Date, including any capacity repayment) or otherwise, plus, in each case, simple interest at 7% per annum, and (b) if, within five days of the Effective Date, Seller provides to Edison a declaration under penalty of perjury that it reduced or suspended generation as a result of either Edison's failure to pay Seller as required under the Contract or the application of D.01-03-067, an additional amount, for the period beginning on the date Seller so reduced or suspended its generation (but no earlier than January 1, 2001) through the date on which Seller resumed normal deliveries, as set forth in Seller's declaration (but no later than May 31, 2001), equal to the difference between (i) the capacity and capacity bonus payments included in the amount provided for under (a) above and (ii) the capacity and capacity bonus payments that would have been due to Seller based on the performance of Seller during the corresponding month of calendar year 2000 (determined on a pro rata basis to account for any less than full calendar month period), plus simple interest at 7% per annum. If Seller provides a declaration under clause (b) above, capacity and capacity bonus payments beginning in the first month after the month in which the Effective Date occurred shall be determined assuming that, in each full or partial peak month beginning with June of 2001 through and including the month in which the Effective Date occurs (x) Seller had met the minimum performance requirements and (y) the on-peak capacity or availability factor, as applicable, was at least 85%. Seller and Edison agree that their stipulation as to any amounts owed as set forth above shall be solely for the purpose of settlement and compromise and shall not be introduced into, or otherwise relied upon in, any civil or other proceedings between the Parties arising from Edison's non-payment for electricity deliveries during the above-referenced period.

3.2.6 Tolling During Standstill Period. During the Standstill Period, the running of time with respect to any statute of limitation or other defense or claim based on the lapse of time shall be suspended and tolled day-for-day.

3.2.7 Assumption or Rejection of the Contract in Bankruptcy. In the event that an order for relief under any chapter of title 11, United States Code (11 U.S.C. Section 101 et seq.) (the "Bankruptcy Code") is entered with respect to Edison (as a consequence of the filing of a voluntary petition for relief by, or an involuntary petition for relief against, Edison), Edison shall attempt to make a prompt decision to assume or reject the Contract, as

amended hereby, and seek from the court ("Bankruptcy Court") having jurisdiction over such bankruptcy case ("Bankruptcy Case") an order authorizing Edison either to assume or reject the Contract, as amended hereby, pursuant to Section 365 (a) of the Bankruptcy Code.

3.2.8 **No Involuntary Petition.** From the Execution Date, as defined in Section 4.1, through the earlier of (i) the termination of this Amendment pursuant to Section 4.14 or (ii) expiration or termination of the Standstill Period, neither Seller nor any of its affiliates shall file an involuntary petition for relief in bankruptcy against Edison. The foregoing sentence shall have no force and effect in the event that Edison fails to make full and timely payment of amounts due in accordance with the terms of this Amendment, D.01-03-067 or the Contract which become due for deliveries by Seller on and after March 27, 2001, or in the event that Edison otherwise breaches its obligations under this Amendment or the Contract.

3.2.9 **Resumption of Deliveries.** Upon the Effective Date of this Amendment, or as soon thereafter as is reasonably practicable, Seller shall, if it previously ceased deliveries to Edison pursuant to the Contract under a notice of cancellation or otherwise, resume deliveries under the Contract, which shall be deemed to have continued uninterrupted notwithstanding any previous notice of cancellation or termination by Seller; provided, however, that Edison hereby agrees to waive any and all claims, known or unknown, against Seller based on any contention that Seller's having provided notice of cancellation or termination of the Contract was itself a breach of the Contract or otherwise improper or unlawful. Nothing in this Amendment, including the last sentence of Section 4.1, shall admit or establish the validity or invalidity of any notice of cancellation or termination by Seller.

4. Other Terms and Conditions.

4.1 **Execution Date; Effective Date.** This Amendment shall become effective on the date ("Execution Date") on which it has been signed by duly authorized representatives of both Parties, provided that the provisions of Sections 3.1 and 3.2 (other than Section 3.2.8) shall only become effective on the date (the "Effective Date") that Commission Approval has been obtained (as provided in Section 4.2 below) or waived (as provided in Section 4.3 below). As of the Effective Date, this Amendment shall become a part of, and not be severable from, the Contract. Notwithstanding the foregoing, if Seller has previously provided notice of termination or cancellation of the Contract to Edison, it is expressly agreed that such notice of cancellation or termination is not rescinded unless and until the Effective Date has occurred; to the extent necessary to effectuate this intent, this Amendment shall be construed, prior to the Effective Date, as a contract separate and distinct from the Contract.

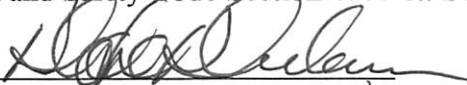
- 4.2 **Commission Approval.** “Commission Approval,” as used in this Amendment, shall mean that the Commission has issued a final decision, no longer subject to appeal, approving this Amendment without condition or modification unacceptable to the Parties and containing findings to the effect that this Amendment and Edison’s entry into this Amendment are reasonable and prudent for all purposes including recovery of all payments made pursuant hereto in rates, subject only to review with respect to the reasonableness of Edison’s administration of the Contract and this Amendment. Edison shall file the appropriate request for approval of this Amendment with the Commission, and seek such approval expeditiously. Seller shall use reasonable efforts in cooperation with Edison for the purpose of obtaining Commission Approval.
- 4.3 **Waiver of Commission Approval.** In its sole discretion, Edison may waive Commission Approval at any time by giving notice of such waiver in writing to Seller.
- 4.4 **No OF Creditor Preference.** Edison shall not make payments of principal and/or interest, or offer a more favorable rate of interest than is set forth in Section 3.2.5, to any other class of qualifying facility generator with respect to amounts due for electricity delivered to Edison between November 1, 2000 and March 26, 2001 without first offering equivalent payments (calculated pro rata with reference to the particular amounts owing to Seller), or interest rate, as applicable, to Seller, *provided that* Edison may condition such offer of payment or interest rate on acceptance by Seller of the same terms and conditions that are applicable to receipt of such payments or interest rate by such other class of qualifying facility generator, except for those terms and conditions that would require, directly or indirectly, that Seller waive or amend any provision of Section 3.1.1 of this Amendment.
- 4.5 **Effect on Contract.** Except as expressly amended hereby, all provisions of the Contract shall remain in effect and unchanged and shall not be affected by the terms and conditions of this Amendment. Notwithstanding the foregoing provision, upon the Effective Date, this Amendment shall, unless otherwise mutually agreed to, replace and supersede any prior, interim amendment between the Parties providing for an Interim Gas Adjustment-based energy price for deliveries by Seller during or after May 2001.
- 4.6 **No Waiver.** None of the provisions of this Amendment, including this paragraph, shall be considered waived by either Party except when such waiver is given in writing. The failure of either Party to insist in any one or more instances upon strict performance of any of the provisions of this Amendment or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- 4.7 **Further Amendments.** This Amendment shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.

- 4.8 **Entire Agreement.** This Amendment constitutes the entire agreement of the Parties and supersedes any and all prior negotiations, correspondence, undertakings, and agreement between the Parties concerning the subject matter of this Amendment.
- 4.9 **Successor and Assigns.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 4.10 **Construction.** This Amendment is the result of negotiation and each Party has participated in the preparation of this Amendment. Accordingly, any rules of construction to the effect that an ambiguity is to be resolved against the drafting Party shall not be employed in the interpretation of this Amendment. Furthermore, the underlined headings used in this Amendment are for reference purposes only and do not themselves constitute any of the terms of this Amendment.
- 4.11 **Governing Law.** This Amendment shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.
- 4.12 **No Precedent.** Each Party agrees that this Amendment arises from unique facts and circumstances and, as such, the various provisions of this Amendment, such as, but not limited to, the "all in" price for deliveries of energy and capacity, the IER value, natural gas indices, or variable O&M adder incorporated into the Interim Gas Adjustment Price provisions, shall not be used as evidence, or the basis for disputing the validity, appropriateness of such values, or for determination of avoided costs before FERC, the Commission, or any court or other judicial or quasi-judicial body. Neither Party will introduce or otherwise use this Amendment or any of its terms or conditions in any judicial or administrative proceeding or to influence any governmental action, other than for the purpose of implementing or enforcing the terms and conditions of this Amendment, or as otherwise expressly contemplated hereby.
- 4.13 **Authorized Signatures; Counterparts; Notices.** Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Amendment on behalf of such Party and that all requisite approvals and consents to enter into and bind each Party to the terms of this Amendment have been obtained. This Amendment may be executed in counterparts, each of which shall be deemed an original and which together shall constitute a single instrument. All notices given under this Amendment shall be in writing and shall be effective on the same day if delivered by personal delivery or facsimile transmission, one day after sending if delivered by overnight delivery service, or five days after sending if delivered by first class U.S. mail. Notices shall be directed to the individual or individuals who are designated to receive notices under the Contract.
- 4.14 **Termination and Effect of Termination.** Unless otherwise agreed to by the Parties, this Amendment shall automatically terminate as of the first minute of July 1, 2006. If the Effective Date has not occurred by midnight on September 30, 2001, Seller may terminate

this Amendment upon written notice to Edison provided no later than October 7, 2001. Upon the termination of this Amendment, the Contract shall revert to the terms and conditions it would have contained in the absence of this Amendment.


4.15 [This section intentionally left blank.]

ORANGE COUNTY SANITATION DISTRICT,
a special district organized and existing under the County Sanitation District Act,
Health and Safety Code Section 4700 et. Seq.

By: 
Name: BLAKE P. ANDERSON
Title: GENERAL MANAGER

Date: 08/22/01

SOUTHERN CALIFORNIA EDISON COMPANY,
a California corporation

By: 
Stephen E. Frank
Chairman, President and Chief Executive Officer

Date: August 22, 2001

Plant No. 2

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SOUTHERN CALIFORNIA EDISON COMPANY

UNIFORM STANDARD OFFER 1

AS-AVAILABLE CAPACITY AND ENERGY

POWER PURCHASE AGREEMENT

QFID NO. 1098

Approved: Decision No. 89-02-065 (February 24, 1989)

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SOUTHERN CALIFORNIA EDISON COMPANY
AS-AVAILABLE CAPACITY AND ENERGY POWER PURCHASE AGREEMENT

County Sanitation Districts of Orange County ("Seller") and Southern California Edison Company ("Edison"), referred to collectively as "Parties" and individually as "Party", agree as follows:

1. PROJECT SUMMARY

1.1 Seller's Generating Facility:

(a) QFID Number: 1098

(b) Nameplate Rating: 12,000 kW. (Net of Station Use) If the Generating Facility is comprised of more than one (1) electrical generator and Seller has not commenced Initial Operation of each generator within five (5) years of the effective date of this Agreement, the Nameplate Rating shall be derated to the nameplate rating of the electrical generators which have achieved Initial Operation prior to the end of the five (5) year period. Seller may not increase the Nameplate Rating after the effective date of this Agreement.

(c) Location: 22212 Brookhurst
Huntington Beach, CA 92646

(address, if not available, append metes and bounds description in Appendix D).

//

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(d) Type: (Check One)

_____ Cogeneration facility.

_____ (primary energy source)

X _____ Small power production facility.

digester gas (primary energy source)

1.2 Expected annual energy deliveries: 35,000,000 kWh.

1.3 Seller's initial estimate of the Scheduled Operation Date is June 30, 1992. Seller shall update its estimate of the Scheduled Operation Date in its Quarterly Status Reports pursuant to Section 5.2 of this Agreement. The Scheduled Operation Date shall not be later than five (5) years from the effective date of this Agreement.

1.4 The term of this Agreement is 30 years (not to exceed thirty (30) years) from Initial Operation, unless terminated sooner by Seller in accordance with Section 3 of this Agreement.

1.5 Project Development Material Milestones:

(a) Provide information for and pay costs of Preliminary Method of Service Study pursuant to Section 5.4: Not later than three (3) months after the effective date of this Agreement or such other date as agreed to by the Parties.

(b) Provide information for and pay for costs of the Method of Service Study, pursuant to Section 5.5, which shall be no later than three (3) years

1 prior to the Scheduled Operation
2 Date. This provision shall
3 not obligate Edison to install
4 Interconnection Facilities
5 within three (3) years of
6 Seller's compliance with this
7 Section 1.5(b).

4/4/91

(Date)

8 (c) Commence Initial Operation: Not later than
9 five (5) years
10 from the
11 effective date of
12 this Agreement,
13 pursuant to
14 Section 5.6.

15 1.6 Operating Options pursuant to Section 7: (Check One)

16 Operating Option I (Buy/Sell): Entire
17 Generating Facility output less Station Use.
18 sold to Edison.

19 Operating Option II (Surplus Sale): The
20 Generating Facility output, less Station Use
21 and any other use by Seller, sold to Edison.
22 Capacity allocated to other use by
23 Seller: 800 kW.

24 1.7 Metering Location: (Check one)

25 Seller selects metering location pursuant to
26 Section 11 as follows:

High-voltage side of the Interconnection
Facilities transformer.

Low-voltage side of the Interconnection
Facilities transformer with the transformer

//

loss compensation factor determined in
accordance with Section 11.2.

1.8 Notices

Any written notice, demand, or request required or authorized in connection with the Agreement shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

Edison: Southern California Edison Company
Attention: Secretary
P.O. Box 800
Rosemead, CA 91770

Seller: County Sanitation Districts of Orange County
22212 Brookhurst
Huntington Beach, CA 92646

Seller's notices to Edison pursuant to this Section 1.8 shall refer to the QFID number set forth in Section 1.1(a).

The designated addresses may be changed at any time upon similar notice by the Party's authorized representative.

1.9 Location of Edison Designated Switching Center:

Ellis Substation

1.10 Seller's arrangement includes Host(s): (Check one)

yes

no

1 If yes, the following sections shall apply:

2 (a) Host(s): _____
3 _____
4 (Name(s) and Address(es))

5 (b) Seller has made arrangements with Host(s) to:
6 (Check one or both)

7 _____ a. Sell all or a portion of the
8 electrical output of the Generating
9 Facility to Host(s).

10 _____ b. Sell useful thermal output from the
11 Generating Facility to Host(s).

12 (c) Seller shall, within thirty (30) days of the
13 effective date of the Agreement, provide
14 Edison with the name(s) and address(es) of
15 representative(s) of the Host(s) who is (are)
16 authorized to act on behalf of the Host(s) in
17 matters related to the arrangement identified
18 in this Section 1.10. Seller shall notify
19 Edison of any change(s) of authorized
20 representative(s) within thirty (30) days of
21 being notified of such change.

22 (d) Any references to Host(s) contained in this
23 Agreement are not intended and shall not be
24 construed to create any third party rights or
25 remedies.
26

//

1.11 Location of Edison Customer Service District Office:

Orange Coast District

7333 Bolsa Ave.

Westminister, CA 92683

2. DEFINITIONS

When underlined, whether in the singular or in the plural, the following terms shall have the following meanings:

2.1 Agreement: This document and appendices, as amended from time to time, including Edison's Tariff Rule No. 21, in effect at the time of execution of this Agreement.

2.2 As-Available Capacity: The capacity delivered to Edison from the Generating Facility that Edison is contractually obligated to purchase at its published As-Available Capacity price as approved by the CPUC.

2.3 CPUC: The Public Utilities Commission of the State of California.

2.4 Designated Switching Center: The Edison facility which is described in Section 1.9.

2.5 Tariff Rule No. 21: Edison's interconnection standards for cogenerators and small power producers interconnected with the Edison system, attached hereto as Appendix B and incorporated herein by reference.

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1 2.6 Emergency: An actual or imminent condition or
2 situation which jeopardizes Edison Electric System
3 Integrity.

4 2.7 Force Majeure: Any occurrence, other than Forced
5 Outages, beyond the reasonable control of and
6 without the fault or negligence of the Party
7 claiming Force Majeure which causes the Party to be
8 unable to perform its obligations, which by exercise
9 of due foresight such Party could not reasonably
10 have been expected to avoid and which the Party is
11 unable to overcome by the exercise of due diligence.
12 Such an occurrence may include, but is not limited
13 to, acts of God, labor disputes, sudden actions of
14 the elements, actions or inactions by federal, state,
15 and municipal agencies, and actions or inactions of
16 legislative, judicial, or regulatory agencies.

17 2.8 Forced Outage: Any outage of the Generating
18 Facility or Seller's Interconnection Facilities
19 resulting from a design defect, inadequate
20 construction, operator error, interruption in fuel
21 supply unless excused as a Force Majeure, or a
22 breakdown of the mechanical or electrical equipment
23 that fully or partially curtails the electrical
24 output of the Generating Facility.

25 2.9 Generating Facility: All of Seller's generating
26 units, together with all protective and other

1 associated equipment and improvements owned,
2 maintained, and operated by Seller, which are
3 necessary to produce electrical power, excluding
4 associated land, land rights, and interests in land.

5 2.10 Host(s): The entity or entities identified in
6 Section 1.10 which will purchase: (a) useful thermal
7 output of the cogenerator; or (b) all or a portion
8 of the electric output of the Generating Facility;
9 or (c) both.

10 2.11 Initial Operation: The day the Generating Facility
11 first operates in parallel with the Edison system.

12 2.12 Interconnection Facilities: All means required, and
13 apparatus installed, to interconnect and deliver
14 power from the Generating Facility to the Edison
15 system in accordance with Edison's Tariff Rule
16 No. 21, including, but not limited to, connection,
17 transformation, switching, metering, communications,
18 control, and safety equipment, such as equipment
19 required to protect (a) the Edison system and its
20 customers from faults occurring at the Generating
21 Facility, and (b) the Generating Facility from
22 faults occurring on the Edison system or on the
23 systems of others to which the Edison system is
24 directly or indirectly connected. Interconnection
25 Facilities also include any necessary additions and
26 reinforcements by Edison to the Edison system

1 required as a result of the interconnection of the
2 Generating Facility to the Edison system.

3 2.13 Method of Service Study: Edison's determination of
4 the Interconnection Facilities required to
5 interconnect Seller's Generating Facility with the
6 Edison system, including an estimate of costs and
7 construction lead time.

8 2.14 Nameplate Rating: The gross generating capacity of
9 the Generating Facility less Station Use. For
10 purposes of this Agreement, Nameplate Rating is that
11 rating specified in Section 1.1(b) of the Agreement.

12 2.15 Edison Electric System Integrity: The state of
13 operation of Edison's electric system in a manner
14 which is deemed to minimize the risk of injury to
15 persons and/or property and enables Edison to
16 provide adequate and reliable electric service to
17 its customers.

18 2.16 Point of Delivery: The point where Seller's
19 electrical conductors contact Edison's system as it
20 shall exist whenever the deliveries are being made
21 or at such other point or points as the Parties may
22 agree in writing. A Point of Delivery sketch is
23 attached in Appendix F.

24 2.17 Preliminary Method of Service Study or Preliminary
25 Study: Edison's preliminary estimate of the costs
26 and equipment necessary for the interconnection of

Seller's Generating Facility to Edison's system.

This Study may also establish the date by which Seller must request a Method of Service Study under Section 5.5(a).

2.18 Protective Apparatus: All relays, meters, power circuit breakers, synchronizers, and other control devices as shall be agreed to by the Parties in accordance with the requirements of Edison as necessary for proper and safe operation of the Generating Facility in parallel with Edison's electric system.

2.19 Prudent Electrical Practices: Those practices, methods, and equipment, as changed from time to time, that are commonly used in prudent electrical engineering and operations to design and operate electric equipment lawfully and with safety, dependability, efficiency, and economy.

2.20 Scheduled Operation Date: The date specified in Section 1.3 when the Generating Facility is, by Seller's estimate, expected to begin Initial Operation.

2.21 Short-Run Avoided Operating Costs: CPUC-approved costs, updated from time to time, which are the basis of Edison's published energy prices.

2.22 Station Use: Energy used to operate the Generating Facility's auxiliary equipment. The auxiliary

1 equipment includes, but is not limited to, forced
2 and induced draft fans, cooling towers, boiler feed
3 pumps, lubricating oil systems, plant lighting, fuel
4 handling systems, control systems, and sump pumps.

5 3. TERM AND TERMINATION

6 This Agreement shall be binding upon execution by the
7 Parties and remain in effect thereafter for the number of
8 years specified in Section 1.4, which shall not exceed
9 thirty (30) years from Initial Operation. This Agreement
10 may be terminated sooner by Seller upon providing
11 thirty (30) days prior written notice in accordance with
12 Section 1.8.

13 4. PROJECT FEE

14 4.1 No later than the date Seller requests and pays for
15 a Method of Service Study, Seller shall post and
16 thereafter maintain a Project Fee equal to
17 five dollars (\$5) for each kilowatt of Nameplate
18 Rating of the Generating Facility specified in
19 Section 1.1 (b). If Seller requests a Preliminary
20 Method of Service Study or Edison determines that a
21 Preliminary Method of Service Study is necessary,
22 Seller shall post the Project Fee at the time Seller
23 pays for the Preliminary Method of Service Study.
24 The Project Fee shall be held as security for
25 Seller's maintaining adequate progress in the
26 development of the Generating Facility. The Project

1 Fee shall be established by either an escrow account
2 or by an irrevocable letter of credit with terms and
3 conditions agreed to by the Parties. Such escrow
4 account or irrevocable letter of credit shall
5 provide for the disbursement of the Project Fee in
6 accordance with Section 4.2.

7 4.2 The Project Fee shall be disbursed in the following
8 manner on notice provided to the holding agent by
9 Edison.

10 (a) The Project Fee, including any interest
11 earned, shall be returned to Seller: (1) if
12 the Generating Facility commences Initial
13 Operation within five (5) years of the
14 effective date of this Agreement; or (2) if
15 Seller (i) determines as a result of the
16 Preliminary Method of Service Study or the
17 Method of Service Study that the Generating
18 Facility is no longer feasible or that
19 transmission capacity is not available and
20 (ii) terminates this Agreement within
21 ninety (90) calendar days of receiving such
22 study results; or (3) if Seller terminates
23 this Agreement as a result of a Force Majeure
24 prior to Initial Operation of Seller's
25 Generating Facility.

26 //

1 (b) The Project Fee, including any interest
2 earned, shall be paid to Edison in the event
3 Seller fails to complete each and every
4 Project Development Milestone set forth in
5 Section 5, whether or not Edison pursues any
6 other remedy at law or under this Agreement.

7 5. PROJECT DEVELOPMENT MILESTONES

8 To assure Seller's establishment of Initial Operation in
9 the time provided in this Agreement and to afford Edison
10 with early notification in the event Seller will be unable
11 to establish Initial Operation, Seller shall complete each
12 Project Development Milestone as provided in this
13 Section 5.

14 5.1 Project Development Milestones

15 (a) The following events shall constitute Project
16 Development Milestones:

- 17 (1) Submittal of Quarterly Status Reports
18 (pursuant to Section 5.2)
- 19 (2) Maintenance of Site Control (pursuant to
20 Section 5.3)
- 21 (3) Provision of information for and payment
22 of costs of Preliminary Method of Service
23 Study (pursuant to Section 5.4)
- 24 (4) Provision of information for and payment
25 of costs of Method of Service Study
26 (pursuant to Section 5.5)

1 (5) Commencement of Initial Operation no
2 later than five (5) years from the
3 effective date of this Agreement.

4 (pursuant to Section 5.6)

5 (b) If Seller fails to complete each Project
6 Development Milestone in the time and manner
7 provided in Sections 5.2 through 5.6:

8 (1) Edison may terminate this Agreement;

9 (2) Seller shall relinquish transmission
10 priority, if established; and (3) the Project
11 Fee, if any, shall be paid to Edison pursuant
12 to Section 4.2 (b).

13 (c) If Edison terminates this Agreement pursuant
14 to this Section 5.1, Seller may execute
15 another power purchase agreement with Edison
16 only if Seller has satisfied all its
17 outstanding obligations to Edison arising
18 under this Agreement, including payment of any
19 costs which Edison may have incurred as a
20 result of Seller's failure to perform under
21 this Agreement. Nothing in this
22 Section 5.1(c) shall limit Edison's remedies
23 at law under this Agreement.

24 5.2 Submit Quarterly Status Reports

25 (a) Beginning on the first day of the calendar
26 quarter following the effective date of this

1 Agreement, and continuing on the first day of
2 each calendar quarter thereafter until Seller
3 has achieved Initial Operation in accordance
4 with Section 5.6, Seller shall submit to
5 Edison a complete and accurate Quarterly
6 Status Report in the form attached as
7 Appendix C. Seller's Quarterly Status Report
8 shall describe the progress of project
9 development and shall include without
10 limitation: (1) the current status of and
11 schedule for project development; (2) Seller's
12 progress since the last submitted Quarterly
13 Status Report; and (3) an explanation of any
14 changes to the project development schedule
15 since Seller's last submitted Quarterly Status
16 Report. If, in Edison's judgment, the
17 scheduled development of the Generating
18 Facility places Seller in jeopardy of missing
19 a Project Development Milestone under this
20 Section 5, Seller shall, upon request, provide
21 a summary of the steps which Seller has taken
22 and proposes to take to ensure timely Initial
23 Operation of the Generating Facility.

24 (b) If Seller fails to provide a Quarterly Status
25 Report in a timely manner or if Seller fails
26 to submit a complete and accurate Quarterly

1 Status Report, Edison will so notify Seller
2 and Seller shall promptly provide a complete
3 and accurate Quarterly Status Report. If
4 Seller fails to provide two consecutive
5 Quarterly Status Reports as provided in
6 Section 5.2(a), Edison shall notify Seller in
7 writing that Seller has failed to complete
8 this Project Development Milestone. Unless
9 Seller provides Edison with a complete and
10 accurate Quarterly Status Report within
11 thirty (30) calendar days after Seller
12 receives such notice from Edison, the
13 provisions of Section 5.1(b) shall apply.

14 5.3 Maintain Site Control

15 (a) Seller warrants that it possessed Site Control
16 of the site described in Section 1.1(c) as of
17 the date Seller executed this Agreement and
18 that Seller shall maintain continuous Site
19 Control for the term of this Agreement.

20 (b) Site Control: Site Control shall consist of
21 one of the following, or other form of Site
22 Control acceptable to Edison in its sole
23 discretion:

24 (1) Seller's ownership of the location of
25 Seller's Generating Facility specified in
26 Section 1.1(c);

1 (2) Seller's leasehold interest in the
2 location specified in Section 1.1(c),
3 which leasehold interest shall
4 specifically include the right to
5 construct and operate the Generating
6 Facility at such location;

7 (3) Seller's exclusive and irrevocable
8 contractual right to construct and
9 operate the Generating Facility at the
10 location specified in Section 1.1(c); or,

11 (4) Seller's exclusive and irrevocable
12 option to obtain any of the rights
13 described in Section 5.3(b)(1) through
14 Section 5.3(b)(3) above. This
15 alternative shall only constitute Site
16 Control prior to the commencement of
17 construction of Seller's Generating
18 Facility.

19 (c) Seller shall provide Edison with prompt notice
20 of any change in the status of its Site
21 Control. If, at any time, Edison has reason
22 to believe that Seller has lost Site Control,
23 Edison may request from Seller evidence that
24 Seller continues to possess Site Control. If
25 Seller fails to provide such evidence within
26 thirty (30) calendar days after Seller

1 receives Edison's request, the provisions of
2 Section 5.1(b) shall apply.

3 (d) Where the term of Seller's Site Control does
4 not extend for the full term of this
5 Agreement, Seller shall advise Edison of the
6 date Site Control is scheduled to expire.
7 Seller shall provide to Edison, no later than
8 the date Seller's Site Control is scheduled to
9 expire, evidence that Seller's Site Control
10 has been renewed or extended. If Seller fails
11 to provide such evidence, Edison shall notify
12 Seller in writing that Seller is not in
13 compliance with this Section 5.3(d). Unless
14 Seller provides Edison with evidence that Site
15 Control has been renewed or extended within
16 thirty (30) calendar days after Edison's
17 notification, the provisions of Section 5.1(b)
18 shall apply.

19 (e) This Agreement is project and site specific;
20 however, Seller may with Edison's prior
21 consent, be permitted to adjust the location
22 of Seller's Generating Facility within the
23 proximity of the site specified in
24 Section 1.1(c) if necessary for project
25 development.

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5.4 Provide Information for and Pay Costs of
Preliminary Method of Service Study

- (a) Not later than three (3) months after the effective date of this Agreement or such other date as the Parties may agree, Seller shall provide Edison with the information necessary for Edison to perform a Preliminary Method of Service Study. The Parties shall cooperate to ensure that Seller provides Edison with sufficient information no later than said date.
- (b) Seller shall pay any cost associated with the Preliminary Method of Service Study by the date specified in Section 5.4(a) or within thirty (30) calendar days of billing by Edison, whichever is later.
- (c) Priority for transmission capacity on the Edison system shall be established on the date Seller has completed the requirements specified in Sections 4.1 and 5.4.
- (d) The results of the Preliminary Method of Service Study are for informational purposes only, except if the date determined for providing information for and paying the cost of the Method of Service Study pursuant to Section 5.5 is earlier than the date specified in Section 1.5(b), then such earlier date

1 shall establish the milestone date for this
2 Project Development Milestone pursuant to
3 Section 5.5(a).

4 (e) Edison may, at its discretion, waive the
5 requirements of this Section 5.4 if Edison
6 deems that a Preliminary Method of Service
7 Study is unnecessary.

8 (f) If Seller fails to either (1) provide the
9 information necessary for Edison to conduct
10 the Preliminary Method of Service Study or
11 (2) pay the costs of such study by the date
12 required, Edison shall notify Seller in
13 writing that Seller has not completed this
14 Project Development Milestone. If Seller
15 fails to provide such information or pay such
16 costs, as the case may be, within thirty (30)
17 calendar days after Edison's notification, the
18 provisions of Section 5.1(b) shall apply.

19 5.5 Provide Information for and Pay Costs of Method of
20 Service Study

21 (a) Not later than the date specified in
22 Section 1.5, or such earlier date as may be
23 determined by the Preliminary Method of
24 Service Study, Seller shall provide Edison
25 with all information necessary for Edison to
26 perform a Method of Service Study. The

1 Parties shall cooperate to ensure that Seller
2 provides Edison with sufficient information no
3 later than said date.

4 (b) Seller shall pay any costs associated with the
5 Method of Service Study by the date specified
6 in Section 5.5(a) or within thirty (30)
7 calendar days of billing by Edison, whichever
8 is later.

9 (c) If Edison has waived the requirements of
10 Section 5.4 and if priority for transmission
11 capacity on the Edison system has not been
12 previously established pursuant to
13 Section 5.4, such priority shall be
14 established on the date Seller completes the
15 requirements specified in Sections 4.1 and 5.5.

16 (d) If Seller fails either: (1) to provide the
17 information necessary for Edison to perform
18 the Method of Service Study; or (2) to timely
19 pay the costs associated with the Method of
20 Service Study, Edison shall notify Seller in
21 writing that Seller has not completed this
22 Project Development Milestone. If Seller
23 fails to provide such information or pay such
24 costs, as the case may be, within thirty (30)
25 calendar days after Edison's notification, the
26 provisions of Section 5.1(b) shall apply.

1 5.6 Commence Initial Operation of the Generating Facility
2 Seller shall commence Initial Operation of Seller's
3 Generating Facility no later than five (5) years
4 from the effective date of this Agreement. If
5 Seller fails to commence Initial Operation by said
6 date, the provisions of Section 5.1(b) shall apply.

7 6. **GENERATING FACILITY**

8 The Generating Facility shall be owned by Seller. The
9 Generating Facility shall be designed, constructed,
10 operated, and maintained as follows:

11 6.1 Design

12 (a) Seller, at Seller's sole expense, shall:

13 (1) Design the Generating Facility;

14 (2) Acquire all permits and other approvals
15 necessary for the construction,
16 operation, and maintenance of the
17 Generating Facility; and

18 (3) Complete all environmental impact studies
19 necessary for the construction,
20 operation, and maintenance of the
21 Generating Facility.

22 (b) At Edison's request, Seller shall provide to
23 Edison Seller's electrical specifications and
24 design drawings pertaining to Seller's
25 Generating Facility for Edison's review prior
26 to finalizing design of the Generating

1 Facility and before beginning construction
2 work based on such specifications and
3 drawings. Seller shall provide to Edison
4 reasonable advance written notice of any
5 changes in Seller's Generating Facility and
6 provide to Edison specifications and design
7 drawings of any such changes for Edison's
8 review and approval.

- 9 (c) The total installed capacity (net of Station
10 Use) of Seller's Generating Facility shall not
11 exceed the Nameplate Rating set forth in
12 Section 1.1(b) of this Agreement.

13 6.2 Construction

- 14 (a) Seller, at Seller's sole expense, shall
15 construct the Generating Facility.
16 (b) Edison shall have the right to review and
17 consult with Seller regarding Seller's
18 construction schedule.
19 (c) Edison shall have the right to periodically
20 inspect the Generating Facility prior to
21 Initial Operation upon advance notice to
22 Seller. Seller, at its option, may be present
23 at such inspection.

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1 6.3 Operation

2 (a) Seller shall operate the Generating Facility
3 in accordance with Prudent Electrical
4 Practices.

5 (b) Seller shall operate the Generating Facility
6 to generate such reactive power or provide
7 individual power factor correction as
8 necessary to maintain voltage levels and
9 reactive power support as may be required by
10 Edison, in accordance with Edison's Tariff
11 Rule No. 21, attached hereto. Seller shall
12 not deliver excess reactive power to Edison
13 unless otherwise agreed upon between the
14 Parties. If Seller fails to provide reactive
15 power support, Edison may do so at Seller's
16 expense.

17 (c) The Generating Facility shall be operated with
18 all of Seller's Protective Apparatus in
19 service whenever the Generating Facility is
20 connected to, or is operated in parallel with,
21 the Edison electric system. Any deviation for
22 brief periods of Emergency or maintenance
23 shall only be by agreement of the Parties.

24 (d) Seller shall maintain operating communications
25 with the Edison Designated Switching Center.
26 The operating communications shall include,

1 but not be limited to, system parallel
2 operation or separation, scheduled and
3 unscheduled outages, equipment clearances,
4 protective relay operations, levels of
5 operating voltage and reactive power, and
6 daily capacity and generation reports.

7 (e) Seller shall keep a daily operations log for
8 the Generating Facility which shall include
9 information on availability, maintenance
10 outages, circuit breaker trip operations
11 requiring a manual reset, and any significant
12 events related to the operation of the
13 Generating Facility, including but not limited
14 to: real and reactive power production;
15 changes in operating status and protective
16 apparatus operations; and any unusual
17 conditions found during inspections. Changes
18 in setting shall also be logged for Seller's
19 generator(s) if it is "block-loaded" to a
20 specific kW capacity.

21 (f) Seller shall maintain complete daily operations
22 records applicable to the Generating Facility,
23 including but not limited to fuel consumption,
24 cogeneration fuel efficiency, maintenance
25 performed, kilowatts, kilovars and kilowatt-
26 hours generated and settings or adjustments of

1 the generator control equipment and protective
2 devices. Such information shall be available
3 pursuant to Section 21.

4 (g) If Seller's Generating Facility has a
5 Nameplate Rating greater than one (1) and up
6 to and including ten (10) megawatts, Edison
7 may require Seller to report to the Designated
8 Switching Center, twice a day at agreed upon
9 times for the current day's operation, the
10 hourly readings in kW of capacity delivered
11 and the energy in kWh delivered since the last
12 report.

13 (h) If Seller's Generating Facility has a
14 Nameplate Rating greater than ten (10)
15 megawatts, Edison shall provide, at Seller's
16 expense, telemetering equipment pursuant to
17 Section 11.3.

18 (i) Edison may require Seller, at Seller's
19 expense, to demonstrate to Edison's
20 satisfaction the correct calibration and
21 operation of Seller's Protective Apparatus at
22 any time Edison has reason to believe that
23 said Protective Apparatus may impair the
24 Edison Electric System Integrity.

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1 6.4 Maintenance

2 (a) Seller shall maintain the Generating Facility
3 in accordance with Prudent Electrical
4 Practices.

5 (b) Seller shall notify Edison (1) by January 1,
6 May 1, and September 1 of each year, of the
7 estimated scheduled maintenance and estimated
8 daily energy and capacity deliveries for the
9 succeeding four months and (2) by September 1
10 of each year, of the estimated scheduled
11 maintenance and estimated daily energy and
12 capacity deliveries for the following calendar
13 year.

14 7. OPERATING OPTIONS

15 7.1 Seller shall operate the Generating Facility in
16 parallel with Edison's electric system pursuant to
17 one of the following options as designated in
18 Section 1.6:

19 (a) Operating Option I (Buy/Sell): Seller sells
20 the entire Generating Facility output less
21 Station Use to Edison.

22 (b) Operating Option II (Surplus Sale): Seller
23 sells Generating Facility output, less Station
24 Use and any other use by Seller, to Edison.

25 7.2 Seller may convert from Operating Option I to
26 Operating Option II, or vice versa, no earlier than

1 twelve (12) months after execution of this
2 Agreement, and thereafter no earlier than
3 twelve (12) months after the effective date of the
4 most recent conversion, subject to the following
5 conditions:

6 (a) Seller shall provide Edison with a written
7 request to convert its operating option.

8 (b) Seller shall comply with all applicable
9 tariffs and rules on file with the CPUC and
10 contracts in effect between the Parties at the
11 time of conversion covering the existing and
12 proposed (1) facilities used to serve Seller's
13 premises and (2) Interconnection Facilities.

14 (c) Seller shall bear the expense necessary to
15 install, own, and maintain any needed
16 additional Interconnection Facilities in
17 accordance with Edison's applicable tariffs
18 and rules on file with the CPUC.

19 7.3 If, as a result of an operating option conversion,
20 Seller no longer requires the use of Interconnection
21 Facilities installed and/or operated and maintained
22 by Edison, Seller may either:

23 (a) Reserve these facilities, for its future use,
24 by continuing its performance under its
25 agreement for Interconnection Facilities; or

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1 (b) If Seller does not wish to reserve such
2 facilities, it may terminate its agreement for
3 Interconnection Facilities in accordance with
4 the terms of that agreement. Seller's future
5 use of such facilities shall be contingent
6 upon the availability of such facilities at
7 the time Seller requests such use. If such
8 facilities are not available, Seller shall
9 bear the expense necessary to install, own,
10 and maintain the needed additional facilities
11 in accordance with Edison's applicable tariffs
12 and rules on file with the CPUC.

13 7.4 Unless provided for pursuant to Section 7.3 above,
14 Edison shall not be required to remove or reserve
15 capacity of Interconnection Facilities made idle by
16 a change in operating options. Edison may, without
17 penalty, dedicate any such Interconnection
18 Facilities idled by Seller's change in operating
19 option at any time to serve customers or to
20 interconnect with other electric power sources.

21 7.5 Edison shall process requests for operating option
22 conversion in the order received and institute any
23 changes made necessary by such request in as
24 reasonably expeditious manner as possible given
25 other Edison commitments. The effective date of
26 conversion shall be the date Edison completes all of

1 the changes required to accommodate Seller's
2 operating option conversion. Notwithstanding this
3 Section 7.5, Seller may convert from Operating
4 Option I to Operating Option II, or vice versa, no
5 earlier than twelve (12) months after execution of
6 this Agreement, and thereafter no earlier than
7 twelve (12) months after the effective date of the
8 most recent conversion.

9 7.6 Seller agrees to use reasonable efforts and shall
10 take no action which would encumber, impair or
11 diminish Seller's ability to deliver to Edison
12 As-Available Capacity and the energy associated with
13 that capacity. Seller acknowledges that it intends
14 no other use for the generation committed to Edison
15 under this Agreement than expressly set forth in
16 Sections 1.6 and 1.10 of this Agreement.

17 8. INTERCONNECTION FACILITIES

18 8.1 The Parties have executed or will execute an
19 agreement for Interconnection Facilities which shall
20 be attached hereto and incorporated herein by this
21 reference. The agreement for Interconnection
22 Facilities shall provide for the ownership,
23 construction, operation and maintenance of the
24 Interconnection Facilities pursuant to Edison's
25 Tariff Rule No. 21.

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1 8.2 The Interconnection Facilities for which Seller is
2 responsible and the Point of Delivery shall be set
3 forth either in equipment lists or by appropriate
4 one-line diagrams which shall be attached to the
5 agreement for Interconnection Facilities.

6 8.3 Seller, at Seller's sole expense, shall acquire all
7 permits and approvals and complete all environmental
8 impact studies necessary for the design,
9 construction, installation, operation, and
10 maintenance of the Interconnection Facilities which
11 Seller elects to install.

12 8.4 Seller shall not commence parallel operation of the
13 Generating Facility until written approval for
14 operation of the Interconnection Facilities has been
15 given by Edison. Such approval shall not be
16 unreasonably withheld. Seller shall notify Edison
17 of Seller's intent to energize the Interconnection
18 Facilities not less than forty-five (45) calendar
19 days prior to such energizing. Edison shall have
20 the right to inspect the Interconnection Facilities
21 within thirty (30) calendar days of receipt of such
22 notice. If the Interconnection Facilities are not
23 approved by Edison, Edison shall provide written
24 notice to Seller stating the reasons for Edison's
25 disapproval within five (5) calendar days of the
26 inspection.

1 8.5 Seller shall provide written notice to Edison at
2 least fourteen (14) calendar days prior to the
3 initial and subsequent testing of Seller's
4 Protective Apparatus. Seller's Protective Apparatus
5 shall be tested thereafter at intervals not to
6 exceed three (3) years using qualified personnel.
7 Edison shall have the right to have a representative
8 present at the initial and subsequent testing of
9 Seller's Protective Apparatus and to receive copies
10 of the test results. If Seller's interconnection to
11 the Edison system includes Interconnection Facilities
12 at voltage levels of 22 kV or greater, Seller's
13 Protective Apparatus shall be tested at least every
14 twelve (12) months using qualified personnel.
15 Edison shall have the right to have representatives
16 present at such tests and shall receive copies of
17 the test results.

18 8.6 Seller shall be allocated existing line capacity in
19 accordance with Edison's Tariff Rule No. 21.

20 8.7 Seller shall be solely responsible for the design,
21 purchase, construction, operation, and maintenance
22 of the Interconnection Facilities, owned by Seller,
23 necessary to protect Edison's electric system,
24 employees and customers from damage or injury
25 arising out of or connected with the operation of
26 the Generating Facility. Seller shall operate and

1 maintain the Interconnection Facilities owned by
2 Seller in accordance with Prudent Electrical
3 Practices.

4 8.8 Seller shall provide to Edison Seller's electrical
5 specifications and design drawings pertaining to the
6 Interconnection Facilities for Edison's review prior
7 to finalizing design of the Interconnection
8 Facilities and before beginning construction work
9 based on such specification and drawings. Seller
10 shall provide to Edison reasonable advance written
11 notice of any changes in the Interconnection
12 Facilities and provide to Edison specifications and
13 design drawings of any such changes for Edison's
14 review and approval. Edison may require
15 modifications to such specifications and designs as
16 it deems necessary to allow Edison to operate
17 Edison's system in accordance with Prudent
18 Electrical Practices.

19 8.9 Seller shall pay for any changes in the
20 Interconnection Facilities as may be reasonably
21 required to meet the changing requirements of the
22 Edison system in accordance with Edison's Tariff
23 Rule No. 21.

24 8.10 If Seller's interconnection to the Edison system
25 includes Interconnection Facilities at voltage
26 levels of 220 kV or greater, Edison may require

1 Protective Apparatus owned by Seller to be
2 maintained by Edison at Seller's expense.

3 9. **REVIEW AND DISCLAIMER**

4 9.1 Review by Edison of the design, construction,
5 operation, or maintenance of Seller's Interconnection
6 Facilities or Generating Facility shall not
7 constitute any representation as to the economic or
8 technical feasibility, operational capability, or
9 reliability of such facilities. Seller shall in no
10 way represent to any third party that any such
11 review by Edison of such facilities including but
12 not limited to any review of the design,
13 construction, operation, or maintenance of such
14 facilities by Edison is a representation by Edison
15 as to the economic or technical feasibility,
16 operational capability, or reliability of such
17 facilities. Seller is solely responsible for
18 economic and technical feasibility, operational
19 capability, and reliability of Seller's
20 Interconnection Facilities and the Generating
21 Facility.

22 9.2 Edison shall notify Seller in writing of the outcome
23 of Edison's review of the design and all of the
24 specifications, drawings, and explanatory material
25 for Seller's Interconnection Facilities (and the
26 Generating Facility, if requested by Edison) within

1 thirty (30) calendar days of the receipt of the
2 design and all of the specifications, drawings, and
3 explanatory material for Seller's Interconnection
4 Facilities (and the Generating Facility, if
5 requested by Edison). Any flaws in the design
6 perceived by Edison in the review of all of the
7 specifications, drawings, and explanatory material
8 for Seller's Interconnection Facilities (and the
9 Generating Facility, if requested by Edison) shall
10 be described in Edison's written notification.

11 **10. REAL PROPERTY RIGHTS**

12 10.1 Seller agrees to grant Edison all necessary easements
13 and rights of way, including adequate and continuing
14 access rights, on property of Seller to transport,
15 install, operate, maintain, replace, and remove the
16 Interconnection Facilities, and any equipment or
17 line extension that may be provided, owned, operated
18 and maintained by Edison on the property of Seller.
19 Seller agrees to grant such easements and rights of
20 way to Edison at no cost and in a form satisfactory
21 to Edison and capable of being recorded in the
22 office of the County Recorder.

23 10.2 If any part of Edison's Interconnection Facilities,
24 equipment, and/or line extension is to be installed
25 on property owned by other than Seller, or under the
26 jurisdiction or control of any other individual,

1 agency or organization, Edison may, at its discretion
2 and at Seller's cost and expense obtain from the
3 owners thereof all necessary easements and rights of
4 way including adequate and continuing access rights,
5 and/or such other grants, consents and licenses, in
6 a form satisfactory to Edison, for the construction,
7 operation, maintenance, and replacement of Edison's
8 Interconnection Facilities, equipment, and/or line
9 extension upon such property. If Edison does not
10 elect to obtain or cannot obtain such easements and
11 rights of way, Seller shall obtain them at its cost
12 and expense. If Seller requests, Edison shall
13 cooperate with and assist Seller in obtaining said
14 easements and rights of way. In any event, Seller
15 shall reimburse Edison for all costs incurred by
16 Edison in obtaining, attempting to obtain or
17 assisting in obtaining such easements and rights of
18 way.

19 10.3 Edison shall have the right of ingress to and egress
20 from the Generating Facility at all reasonable hours
21 for any purposes reasonably connected with this
22 Agreement or the exercise of any and all rights
23 secured to Edison by law or its tariff schedules and
24 rules on file with the CPUC.

25 10.4 Edison shall have no obligation to Seller for any
26 loss, liability, damage, claim, cost, charge, or

1 expense due to Edison's inability to acquire a
2 satisfactory right of way, easement or other real
3 property interest necessary to Edison's performance
4 of its obligations under this Agreement.

5 10.5 If Seller exercises due diligence to obtain
6 easements and rights of way for Edison's
7 Interconnection Facilities pursuant to Section 10.2,
8 and if Edison in its sole discretion elects not to
9 exercise its power of eminent domain to acquire such
10 easements and rights of way, Seller shall have no
11 obligation to Edison for any loss, liability,
12 damage, claim, cost, charge or expense due to
13 Seller's inability to acquire such easements and
14 rights of way.

15 10.6 Nothing in this Section 10 shall be construed to
16 require Edison to acquire land rights through
17 condemnation or any other means for Seller either
18 inside or outside of Edison's service territory
19 unless Edison shall in its sole discretion elect to
20 do so.

21 **11. METERING**

22 11.1 All meters and equipment used for the measurement of
23 power for determining Edison's payments to Seller
24 pursuant to this Agreement shall be provided, owned,
25 and maintained by Edison at Seller's sole expense in
26

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1 accordance with Edison's Tariff Rule No. 21 attached
2 hereto.

3 11.2 All the meters and equipment used for measuring the
4 power delivered to Edison shall be located on the
5 side of the Interconnection Facilities transformer
6 as selected by Seller in Section 1.7. If Seller
7 chooses to have meters placed on the low-voltage
8 side of the Interconnection Facilities transformer,
9 a transformer loss compensation factor will be
10 applied. At Seller's sole expense, manufacturer's
11 certified test reports of transformer losses, in
12 accordance with current national standards, will be
13 provided and used to determine a transformer loss
14 compensation factor, unless another method for
15 determination of transformer losses has been
16 mutually agreed upon to determine the actual
17 measured value of losses.

18 11.3 Pursuant to Edison's Tariff Rule No. 21,
19 telemetering shall be required at Seller's expense
20 if Seller's Generating Facility has a Nameplate
21 Rating greater than ten (10) MW.

22 11.4 Edison's meters shall be sealed and the seals shall
23 be broken only when the meters are to be inspected,
24 tested, or adjusted by Edison. Seller shall be
25 given reasonable notice of testing and shall have
26 //

1 the right to have a representative present on such
2 occasions.

3 11.5 Edison shall inspect and test all meters upon their
4 installation and annually thereafter. At Seller's
5 request and expense, Edison shall inspect or test a
6 meter more frequently.

7 11.6 Metering equipment determined by Edison to be
8 inaccurate or defective shall be repaired, adjusted,
9 or replaced by Edison such that the metering
10 accuracy of said equipment shall be within two (2)
11 percent. If a meter fails to register or if the
12 measurement made by a meter during a test varies by
13 more than two (2) percent from the metering standard
14 used in the test, an adjustment shall be made
15 correcting all measurements made by the inaccurate
16 meter for (a) the actual period during which
17 inaccurate measurements were made, if the period can
18 be determined, or if not, (b) the period immediately
19 preceding the test of the meter equal to one-half
20 the time from the date of the last previous test of
21 the meter, provided that the period covered by the
22 correction shall not exceed six (6) months.

23 12. QUALIFYING FACILITY STATUS AND PERMITS

24 12.1 Seller warrants that, beginning on the date of
25 initial energy deliveries and continuing until the
26 end of this Agreement, the Generating Facility shall

1 meet the qualifying facility requirements established
2 as of the effective date of this Agreement by the
3 Federal Energy Regulatory Commission's rules
4 (18 Code of Federal Regulations Section 292)
5 implementing the Public Utility Regulatory Policies
6 Act of 1978 (16 U.S.C.A. Sections 796, et seq.).

7 12.2 Seller shall reimburse Edison for any loss of
8 whatever kind which Edison incurs as a result of:

- 9 (a) Seller's failure to obtain or maintain any
10 necessary permit or approval, including
11 completion of required environmental studies,
12 necessary for the construction, operation, and
13 maintenance of the Generating Facility.
14 (b) Seller's failure to comply with necessary
15 permits and approvals or with any applicable
16 law.
17 (c) Seller's breach of that warranty in
18 Section 12.1 above.

19 12.3 If a loss of qualifying facility status occurs due
20 to a change in the law governing qualifying facility
21 status occasioned by regulatory, legislative, or
22 judicial action, the Seller shall compensate Edison
23 for any economic detriment incurred by Edison should
24 Seller choose not to make the changes necessary to
25 continue its qualifying facility status.

26 //

1 13. ENERGY PURCHASE

2 13.1 Subject to the terms and conditions of this
3 Agreement, Seller shall sell and deliver, at the
4 Point of Delivery, and Edison shall purchase and
5 accept delivery of, at the Point of Delivery, energy
6 produced by the Generating Facility as specified in
7 Sections 1.6 and 7.

8 13.2 Edison shall pay Seller for energy at prices equal
9 to Edison's Short-Run Avoided Operating Costs.

10 13.3 Payment for energy shall be based on the time of
11 delivery. The time periods currently in effect are
12 shown in Appendix A. Time period definitions may
13 change from time to time as determined by the CPUC.

14 13.4 Edison has contracted to purchase the energy
15 associated with the Generating Facility of the
16 Nameplate Rating described in Section 1.1(b) of this
17 Agreement. If Seller installs a Generating Facility
18 with a Nameplate Rating greater than that specified
19 in Section 1.1(b) of this Agreement, Edison shall not
20 be required to accept or pay for energy associated
21 with the incremental increase in Nameplate Rating
22 under this Agreement.

23 13.5 Energy payments made to Seller pursuant to this
24 Agreement will be multiplied by an energy loss
25 adjustment factor, as approved by the CPUC.

26 //

14. CAPACITY PURCHASE

14.1 Subject to the terms and conditions of this Agreement, Seller shall sell and deliver, at the Point of Delivery, and Edison shall purchase and accept delivery of, at the Point of Delivery, As-Available Capacity produced by the Generating Facility, as specified in Sections 1.6 and 7.

14.2 Edison shall pay Seller for As-Available Capacity at prices authorized from time to time by the CPUC and which are derived from Edison's avoided costs as approved by the CPUC.

14.3 Payment for capacity shall be based on time of delivery. The time periods currently in effect are shown in Appendix A. Time period definitions may change from time to time as determined by the CPUC.

14.4 Edison has contracted to purchase the As-Available Capacity associated with the Generating Facility of the Nameplate Rating described in Section 1.1(b) of this Agreement. If Seller installs a Generating Facility with a Nameplate Rating greater than that specified in Section 1.1(b) of this Agreement, Edison shall not be required to accept or pay for As-Available Capacity associated with the incremental increase in Nameplate Rating under this Agreement.

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1 15. CURTAILMENT

2 15.1 Hydro Spill

3 (a) In anticipation of a period of hydro spill
4 conditions, as defined by the CPUC, Edison may
5 notify Seller that any purchases of energy
6 from Seller during such period shall be at
7 hydro savings prices quoted by Edison. If
8 Seller delivers energy to Edison during any
9 such period, Seller shall be paid hydro
10 savings prices for those deliveries in lieu of
11 prices which would otherwise be applicable.

12 The hydro savings prices shall be calculated
13 by Edison using the following formula:

14 Hydro Savings Price = $\frac{AQF - S}{AQF} \times SOC (\geq 0)$

15 Where:

16 AQF = energy for each time period, in kWh,
17 projected to be available during hydro
18 spill conditions from all qualifying
19 facilities under agreements containing
20 hydro savings price provisions;

21 S = potential energy for each time period,
22 in kWh, from Edison hydro facilities
23 which will be spilled if all AQF is
24 delivered to Edison; and

25 SOC = Short-Run Avoided Operating Cost
26

1 (b) Edison shall give Seller notice of general
2 periods when hydro spill conditions are
3 anticipated, and shall give Seller as much
4 advance notice as practical of any specific
5 hydro spill period and the hydro savings price
6 which will be applicable during such period.

7 15.2 Negative Avoided Costs

8 Edison shall not be obligated to accept or pay for
9 and may require Seller with a Generating Facility
10 with a Nameplate Rating of one (1) megawatt or
11 greater to interrupt or reduce deliveries of energy
12 and As-Available Capacity during any period in
13 which, due to operational circumstances, the
14 acceptance of deliveries of power from Seller will
15 result in Edison system costs greater than those
16 which Edison would incur if it did not accept such
17 deliveries, but instead generated an equivalent
18 amount of energy itself; provided, however, that
19 Edison may not require Seller to interrupt or reduce
20 deliveries of, or refuse to pay for energy and
21 As-Available Capacity solely because Edison's
22 instantaneous avoided cost is lower than the
23 applicable energy price to be paid Seller pursuant
24 to this Agreement. As described in CPUC Decision
25 No. 82-01-103 and Decision No. 82-04-071, and for
26 illustrative purposes only, an example of such a

1 period is a period when Edison would be forced to
2 shut down baseload or intermediate load plants in
3 order to accept deliveries from Seller and such
4 baseload or intermediate load plants could not then
5 be restarted and brought up to their rated output to
6 meet the next day's peak load and Edison would be
7 required to utilize costly or less efficient
8 generation with faster start-up or make an expensive
9 emergency purchase of capacity to meet the demand
10 that could have been met by the baseload or
11 intermediate load plants but for such purchases from
12 Seller, even if such purchases from Seller were at a
13 price of zero (0). Whenever possible, Edison shall
14 give Seller reasonable notice of the possibility
15 that interruption or reduction of deliveries may be
16 required.

17 15.3 Before interrupting or reducing deliveries under
18 Section 15.2, and before invoking hydro savings
19 prices under Section 15.1, Edison shall take
20 reasonable steps to make economy sales of surplus
21 energy giving rise to the condition. If such
22 economy sales are made while the surplus energy
23 condition exists, Seller shall be paid at the
24 economy sales price obtained by Edison in lieu of
25 the otherwise applicable prices.

26 //

1 15.4 If Seller is under Operating Option I and Seller
2 elects not to sell energy to Edison at the hydro
3 savings price pursuant to Section 15.1 or when
4 Edison curtails deliveries of energy pursuant to
5 Section 15.2, Seller shall not use such energy to
6 meet its electrical needs but shall continue to
7 purchase all its electrical needs from Edison. If
8 Seller is under Operating Option II, Sections 15.1
9 or 15.2 shall only apply to the excess Generating
10 Facility output being delivered to Edison, and
11 Seller can continue use of that generation it has
12 retained for Station Use and any other use by Seller.

13 16. INTERRUPTION OF DELIVERIES

14 16.1 Edison shall not be obligated to accept or pay for
15 and may require Seller to interrupt or reduce
16 deliveries of capacity and energy (a) when necessary
17 in order to construct, install, maintain, repair,
18 replace, remove, investigate, or inspect any of its
19 equipment or any part of its system; or (b) if it
20 determines that interruption or reduction is
21 necessary because of an Emergency, forced outage,
22 Force Majeure, or compliance with Prudent Electrical
23 Practices; provided that Edison shall not interrupt
24 deliveries pursuant to this Section solely in order
25 to take advantage, or make purchases, of less
26 expensive energy elsewhere.

1 16.2 Notwithstanding any other provisions of this
2 Agreement, if at any time Edison determines that,
3 (a) continued parallel operation of the Generating
4 Facility may endanger Edison personnel,
5 (b) continued parallel operation of the Generating
6 Facility may endanger the Edison Electric System
7 Integrity, or (c) Seller's Protective Apparatus is
8 not fully in service, Edison shall have the right to
9 disconnect the Generating Facility from Edison's
10 system. The Generating Facility shall remain
11 disconnected until such time as Edison is satisfied
12 that the condition(s) referenced in this Section 16
13 have been corrected.

14 16.3 Whenever possible, Edison shall give Seller
15 reasonable notice of the possibility that
16 interruption or reduction of deliveries may be
17 required.

18 17. PAYMENT AND BILLING

19 17.1 Edison shall mail to Seller not later than
20 thirty (30) calendar days after the end of each
21 monthly billing period (a) a statement showing the
22 energy and capacity delivered to Edison during
23 on-peak, mid-peak, off-peak; and super-off-peak
24 periods during the monthly billing period,
25 (b) Edison's computation of the amount due Seller,
26 and (c) Edison's check in payment of said amount.

17.2 Edison reserves the right to provide Seller's statement concurrently with any bill to Seller for electric service provided by Edison to Seller at the location specified in Section 1.1(c) or any bill to Seller for any charges under this Agreement owing and unpaid by Seller and to apply the value of Edison's purchase of energy and capacity toward such bill(s). Seller shall pay any amount owing for electric service provided by Edison to Seller in accordance with applicable tariff schedules. Nothing in this Section 17.2 shall limit Edison's rights under applicable tariff schedules.

17.3 In the event adjustments to payments are required as a result of inaccurate meters, Edison shall use the corrected measurements described in Section 11.6 to recompute the amount due from Edison to Seller for the capacity and energy delivered under this Agreement during the period of inaccuracy. Any refund due and payable to Edison resulting from inaccurate metering shall be made within thirty (30) calendar days of written notification to Seller by Edison of the amount due. Any additional payment to Seller resulting from inaccurate metering shall be made within thirty (30) calendar days of Edison's recomputation of the amount due from Edison to Seller.

1 17.4 Monthly charges associated with Interconnection
2 Facilities shall be billed pursuant to the agreement
3 for Interconnection Facilities and applicable
4 tariffs.

5 18. INDEMNITY AND LIABILITY

6 18.1 Each Party as indemnitor shall defend, save harmless
7 and indemnify the other Party and the directors,
8 officers, employees, and agents of such Party
9 against and from any and all loss, liability,
10 damage, claim, cost, charge, demand, or expense
11 (including any direct, indirect, or consequential
12 loss, liability, damage, claim, cost, charge,
13 demand, or expense, including attorneys' fees) for
14 injury or death to persons, including employees of
15 either Party, and damage to property including
16 property of either Party arising out of or in
17 connection with (a) the engineering, design,
18 construction, maintenance, repair, operation,
19 supervision, inspection, testing, protection or
20 ownership of, or (b) the making of replacements,
21 additions, betterments to, or reconstruction of, the
22 indemnitor's facilities; provided, however, Seller's
23 duty to indemnify Edison hereunder shall not extend
24 to loss, liability, damage, claim, cost, charge,
25 demand, or expense resulting from interruptions in
26 electrical service to Edison's customers other than

1 Seller or electric customers of Seller. This
2 indemnity shall apply notwithstanding the active or
3 passive negligence of the indemnitee. However,
4 neither Party shall be indemnified hereunder for its
5 loss, liability, damage, claim, cost, charge, demand
6 or expense resulting from its sole negligence or
7 willful misconduct.

8 18.2 Notwithstanding the indemnity of Section 18.1 and
9 except for a Party's willful misconduct or sole
10 negligence, each Party shall be responsible for
11 damage to its facilities resulting from electrical
12 disturbances or faults.

13 18.3 Seller releases and shall defend, save harmless and
14 indemnify Edison from any and all loss, liability,
15 damage, claim, cost, charge, demand or expense
16 arising out of or in connection with any
17 representation made by Seller inconsistent with
18 Section 9.1.

19 18.4 The provisions of this Section 18 shall not be
20 construed to relieve any insurer of its obligations
21 to pay any insurance claims in accordance with the
22 provisions of any valid insurance policy.

23 18.5 Except as otherwise provided in Section 18.1,
24 neither Party shall be liable to the other Party for
25 consequential damages incurred by that Party.

26 //

1 18.6 If Seller fails to comply with the provisions of
2 Section 19, Seller shall, at its own cost, defend,
3 save harmless and indemnify Edison, its directors,
4 officers, employees, and agents, assignees, and
5 successors in interest from and against any and all
6 loss, liability, damage, claim, cost, charge,
7 demand, or expense of any kind or nature (including
8 any direct, indirect, or consequential loss, damage,
9 claim, cost, charge, demand, or expense, including
10 attorneys' fees and other costs of litigation),
11 resulting from injury or death to any person or
12 damage to any property, including the personnel or
13 property of Edison, to the extent that Edison would
14 have been protected had Seller complied with all of
15 the provisions of Section 19. The inclusion of this
16 Section 18.6 is not intended to create any express
17 or implied right in Seller to elect not to provide
18 the insurance required under Section 19.

19 **19. INSURANCE**

20 19.1 In connection with the Generating Facility,
21 associated land, land rights, and interests in land,
22 and with Seller's performance of and obligations
23 under this Agreement, Seller shall maintain, during
24 the term of the Agreement, General Liability
25 Insurance with a combined single limit of not less
26 than: (a) one million dollars (\$1,000,000) for each

1 occurrence if the Generating Facility is over
2 one hundred (100) kW; (b) five hundred thousand
3 dollars (\$500,000) for each occurrence if the
4 Generating Facility is over twenty (20) kW and less
5 than or equal to one hundred (100) kW; and
6 (c) one hundred thousand dollars (\$100,000) for each
7 occurrence if the Generating Facility is twenty (20)
8 kW or less. Such General Liability Insurance shall
9 include coverage for Premises-Operations, Owners and
10 Contractors Protective, Products/Completed
11 Operations Hazard, Explosion, Collapse, Underground,
12 Contractual Liability, and Broad Form Property
13 Damage including Completed Operations.

14 19.2 The General Liability Insurance required in
15 Section 19.1 shall, by endorsement to the policy or
16 policies, (a) include Edison as an additional
17 insured; (b) contain a severability of interest
18 clause or cross-liability clause; (c) provide that
19 Edison shall not by reason of its inclusion as an
20 additional insured incur liability to the insurance
21 carrier for payment of premium for such insurance;
22 and (d) provide for thirty (30) calendar days
23 written notice to Edison prior to cancellation,
24 termination, alteration, or material change of such
25 insurance.

26 //

1 19.3 If the requirement of Section 19.2(a) prevents
2 Seller from obtaining the insurance required in
3 Section 19.1, then upon written notification by
4 Seller to Edison, Section 19.2(a) shall be waived.

5 19.4 Evidence of the insurance required in Section 19.1
6 shall state that coverage provided is primary and is
7 not in excess to or contributing with any insurance
8 or self-insurance maintained by Edison.

9 19.5 Edison shall have the right to inspect or obtain a
10 copy of the original policy or policies of insurance.

11 19.6 Seller shall furnish the required certificates and
12 endorsements to Edison prior to Initial Operation.

13 19.7 A Seller who is a self-insured governmental agency
14 with an established record of self-insurance may
15 comply with the following in lieu of Sections 19.1
16 through 19.6:

17 (a) Seller shall provide to Edison at least
18 thirty (30) calendar days prior to the date of
19 Initial Operation evidence of an acceptable
20 plan to self-insure to a level of coverage
21 equivalent to that required under Section 19.1.

22 (b) If Seller ceases to self-insure to the level
23 required hereunder, or if the Seller is
24 unable to provide continuing evidence of
25 Seller's ability to self-insure, Seller shall
26

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1 immediately obtain the coverage required under
2 Section 19.1.

3 19.8 All insurance certificates, statements of self
4 insurance, endorsements, cancellations, terminations,
5 alterations, and material changes of such insurance
6 shall be issued and submitted to the following:

7 Southern California Edison Company
8 Attention: Manager of Power Contracts
9 P.O. Box 800
10 Rosemead, CA 91770

11 20. FORCE MAJEURE

12 20.1 If either Party because of Force Majeure is unable
13 to perform its obligations under this Agreement,
14 that Party shall be excused from whatever
15 performance is affected by the Force Majeure to the
16 extent so affected, except as to obligations to pay
17 money, provided that:

- 18 (a) The non-performing Party, within two weeks
19 after the commencement of the Force Majeure,
20 gives the other Party written notice
21 describing the particulars of the occurrence.
22 (b) The suspension of performance is of no greater
23 scope and of no longer duration than is
24 required by the Force Majeure.
25 (c) The non-performing Party uses its best efforts
26 to remedy its inability to perform.

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1 20.2 When the non-performing Party is able to resume
2 performance of its obligations under this Agreement,
3 that Party shall give the other Party written notice
4 to that effect.

5 20.3 This Section 20 shall not require the settlement of
6 any strike, walkout, lockout or other labor dispute
7 on terms which, in the sole judgment of the Party
8 involved in the dispute, are contrary to its
9 interest. It is understood and agreed that the
10 settlement of strikes, walkouts, lockouts or other
11 labor disputes shall be at the sole discretion of
12 the Party having the difficulty.

13 20.4 In the event a Party is unable to perform due to
14 legislative, judicial, or regulatory agency action,
15 this Agreement shall be renegotiated to comply with
16 the legal change which caused the non-performance.

17 **21. REVIEW OF RECORDS AND DATA**

18 Each Party, after giving written notice to the other
19 Party, shall have the right to review and obtain copies of
20 metering records and operations and maintenance logs of
21 the Generating Facility.

22 **22. ASSIGNMENT**

23 Neither Party shall voluntarily assign its rights nor
24 delegate its duties under this Agreement without the
25 written consent of the other Party, except in connection
26 with the sale or merger of a substantial portion of its

1 properties. Any such assignment or delegation made
2 without such written consent shall be null and void.
3 Consent for assignment shall not be withheld unreasonably.

4 **23. ABANDONMENT**

5 23.1 If, in any six (6) month period, Seller fails to
6 deliver to Edison at least the number of
7 kilowatt-hours derived from the product of
8 four hundred and thirty-eight (438) hours times the
9 Nameplate Rating, less any capacity dedicated to
10 other use as specified in Sections 1.6 and 1.10,
11 times the appropriate effective capacity conversion
12 factor listed in Appendix E, Seller shall provide to
13 Edison all of the following:

- 14 (a) a written description of the reasons for
15 Seller's low level of performance;
- 16 (b) a summary of the action Seller is taking to
17 improve its performance; and
- 18 (c) a schedule for increasing Seller's deliveries.

19 23.2 In any fifteen (15) month period, Seller shall
20 deliver to Edison not less than the number of
21 kilowatt-hours derived from the product of
22 one thousand and ninety-five (1,095) hours times the
23 Nameplate Rating (less any capacity dedicated to
24 other use as specified in Sections 1.6 and 1.10)
25 times the appropriate effective capacity conversion
26 factor listed in Appendix E. If for any reason,

1 Seller fails to deliver this minimum amount, Edison
2 may terminate this Agreement on written notice.

3 24. NON-DEDICATION

4 No undertaking by one Party to the other under any
5 provision of this Agreement shall constitute the
6 dedication of that Party's system or any portion thereof
7 to the other Party or to the public or affect the status
8 of Edison as an independent public utility corporation or
9 Seller as an independent individual or entity and not a
10 public utility.

11 25. NON-WAIVER

12 None of the provisions of the Agreement shall be
13 considered waived by either Party except when such waiver
14 is given in writing. The failure of any Party at any time
15 or times to enforce any right or obligation with respect
16 to any matter arising in connection with this Agreement
17 shall not constitute a waiver as to future enforcement of
18 that right or obligation or any right or obligation of
19 this Agreement.

20 26. SECTION HEADINGS

21 Section headings appearing in this Agreement are inserted
22 for convenience only and shall not be construed as
23 interpretations of text.

24 27. GOVERNING LAW

25 This Agreement shall be interpreted, governed, and
26 construed under the laws of the State of California as if

1 executed and to be performed wholly within the State of
2 California.

3 28. **AMENDMENT, MODIFICATION OR WAIVER**

4 Any amendments or modifications to this Agreement shall be
5 in writing and agreed to by both Parties. The failure of
6 any Party at any time or times to require performance of
7 any provision hereof shall in no manner affect the right
8 at a later time to enforce the same. No waiver by any
9 Party of the breach of any term or covenant contained in
10 this Agreement, whether by conduct or otherwise, shall be
11 deemed to be construed as a further or continuing waiver
12 of any such breach or a waiver of the breach of any other
13 term or covenant unless such waiver is in writing.

14 29. **SEVERAL OBLIGATIONS**

15 Except where specifically stated in this Agreement to be
16 otherwise, the duties, obligations, and liabilities of the
17 Parties are intended to be several and not joint or
18 collective. Nothing contained in this Agreement shall be
19 construed to create an association, trust, partnership, or
20 joint venture or impose a trust or partnership duty,
21 obligation, or liability on or with regard to either

22 //

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1 Party. Each Party shall be liable individually and
2 severally for its own obligations under this Agreement.

3 30. SIGNATURES

4 IN WITNESS WHEREOF, the Parties hereto have caused two
5 originals of this Agreement to be executed by their duly
6 authorized representatives. This Agreement is effective
7 as of the last date set forth below.

8 County Sanitation Districts
9 of Orange County

SOUTHERN CALIFORNIA EDISON COMPANY

10 BY: [Signature]
11 TYPE NAME: J. Wayne Sylvester
12 TITLE: General Manager
13 DATE SIGNED: August 15, 1991

BY: [Signature]
TYPE NAME: Glenn J. Bjorklund
TITLE: Vice President
DATE SIGNED: September 9, 1991

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APPROVED
DAVID N. BARRY, III
Vice President and General Counsel
By: [Signature]
Attorney
Aug 27, 19 91

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APPENDIX A
TIME PERIODS

1
2 Southern California Edison Company

3 Time Periods
4 Effective August 1, 1988 1/
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6 On-Peak: Noon to 6:00 p.m. summer weekdays except
7 holidays.

8 Mid-Peak: 8:00 a.m. to Noon and 6:00 p.m. to 11:00 p.m.
9 summer weekdays except holidays.

10 8:00 a.m. to 9:00 p.m. winter weekdays except
11 holidays.

12 Off-Peak: All other hours.

13 Super-Off-Peak: Midnight to 6:00 a.m. everyday during the
14 winter.

15 Off-peak holidays are New Year's Day,
16 Washington's Birthday, Memorial Day,
17 Independence Day, Labor Day, Veterans Day,
18 Thanksgiving Day, and Christmas.

19 When any holiday listed above falls on Sunday, the following
20 Monday will be recognized as an off-peak period. No change in
21 off-peak will be made for holidays falling on Saturday.

22 The summer season shall commence at 12:01 a.m. on the first
23 Sunday in June and continue until 12:01 a.m. of the first
24 Sunday in October of each year. The winter season shall
25 commence at 12:01 a.m. on the first Sunday in October of each
26 year and continue until 12:01 a.m. of the first Sunday in June
of the following year.

1/ Time period definitions are subject to periodic modification
as approved by the CPUC.

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APPENDIX B
SOUTHERN CALIFORNIA EDISON COMPANY'S
TARIFF RULE NO. 21

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APPENDIX C
QUARTERLY STATUS REPORT
(FORM)

QUARTERLY STATUS REPORT

2 QFID No. _____
 3 Name of Seller _____
 4 Date _____

5 Directions: A complete and accurate response is required each
 6 time this report is filed with Edison. Responses of "not
 7 applicable" or "N/A" must be supported by a detailed factual
 8 explanation for clarification purposes. If Forecast
 9 Completion Date has not been established, so state and explain.

	Forecast (or Actual) Completion Date (1)	Check if Completed	Check if Schedule Changed from Previous Report
<u>Milestone</u>			

10 Site Control

- 11 (a) Proof provided to
 12 Edison _____ /__/ /__/
 13 (b) Current site control
 14 status:
 15 _____ Project has site control
 16 _____ Project does not have site control

17 Critical Path Permit (2)

- 18 (a) Permit application
 19 filed _____ /__/ /__/
 20 (b) Permit application
 21 accepted _____ /__/ /__/
 22 (c) Permit issued _____ /__/ /__/

23 Fuel Supply Status:
 24 (e.g., contract signed, resource evaluation studies complete,
 25 etc.)
 26 _____

27 Financing Secured

- 28 (a) Construction (short-
 29 term) _____ /__/ /__/
 30 (b) Permanent (long-
 31 term) _____ /__/ /__/

	Forecast (or Actual) Completion Date (1)	Check if Completed	Check if Schedule Changed from Previous Report
1			
2	<u>Milestone</u>		
3	Final Method of Service		
4	Study Requested _____	/__/	/__/
5	Equipment Contract Award		
6	(a) Generator _____	/__/	/__/
7	(b) Turbine/prime mover _____	/__/	/__/
8	Equipment Ordered		
9	(a) Generator _____	/__/	/__/
10	(b) Turbine/prime mover _____	/__/	/__/
11	Engineering/Design		
12	(a) Preliminary Engineering _____ % Complete		
13	(b) Final Engineering _____ % Complete		
14	Construction Contract		
15	Awarded _____	/__/	/__/
16	Interconnection Construction		
17	(a) Seller construction started _____	/__/	/__/
18	(b) Edison construction requested _____	/__/	/__/
19			
20	Project Construction		
21	(a) Site grading started _____	/__/	/__/
22	(b) Major foundations started _____	/__/	/__/
23	(c) Turbine/prime mover on site _____	/__/	/__/
24	(d) Generator on site _____	/__/	/__/
25	(e) Construction status _____ % Complete		
26			

1 Explain any changes to the project development schedule since
2 last submitted Quarterly Status Report (attach additional
3 pages, if needed):
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12 I certify that the foregoing information is true and complete.

13 Date _____
14 Signature _____
15 Name _____
16 Title _____

17 Contact Person _____
18 Telephone Number _____

19 Notes:

20 (1) Should reflect project's current schedule for Milestones
21 not yet completed or actual completion date for Milestone
22 completed.

23 (2) The Critical Path Permits for all non-thermal projects
24 and thermal projects exempt from CEC Site Certification
25 are (i) for Geothermal, County Conditional Use Permit or
26 Special Zone Permit; (ii) for Biomass, County Conditional
Use Permit or Special Zone Permit, or Air Quality Permit;
(iii) for Wind, County Conditional Use Permit or Special
Zone Permit; (iv) for Cogeneration, Air Quality Permit;
(v) for Hydro, FERC License or Exemption. California
Energy Commission Site Certification is required for
non-exempt thermal projects over 50 MW.

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APPENDIX D

SITE LOCATION METES AND BOUNDS DESCRIPTION
(IF REQUIRED FOR PURPOSES OF SECTION 1.1(c))

*Not Required
Woodruff*

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APPENDIX E

EFFECTIVE CAPACITY CONVERSION FACTORS

Table E

Effective Capacity Conversion Factors

<u>Technology</u>	<u>Conversion Factors</u>
Biomass	0.25
Cogeneration	0.25
Geothermal	0.10
Hydroelectric	0.10
Solar	1.00
Wind	0.15

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APPENDIX F

POINT OF DELIVERY SKETCH

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APPENDIX G

INTERCONNECTION FACILITIES AGREEMENT

To follow upon completion of Final MOS



STEERING COMMITTEE

Agenda Report

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

File #: 2023-3122

Agenda Date: 7/26/2023

Agenda Item No: 16.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

HEADQUARTERS AUDIOVISUAL INTEGRATOR, CONTRACT NO. P1-128A-1 FOR HEADQUARTERS COMPLEX AT PLANT NO. 1, PROJECT NO P1-128

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Receive and file Bid Tabulation and Recommendation for Headquarters Audiovisual Integrator, Contract No. P1-128A-1 for the Headquarters Complex at Plant No. 1, Project No. P1-128A;
- B. Award a Construction Contract to EIDIM Group, Inc. dba EIDIM AV Technology for Headquarters Audiovisual Integrator, Contract No. P1-128A-1 for the Headquarters Complex at Plant No. 1, Project No. P1-128A for a total amount not to exceed \$1,580,000; and
- C. Approve a contingency of \$158,000 (10%).

BACKGROUND

Orange County Sanitation District (OC San) is constructing a new Headquarters Complex under Project No. P1-128A. The new Headquarters Complex will require audiovisual equipment to function properly. The construction contract for the new building does not include the purchase, installation, and integration services of audiovisual equipment. The audiovisual equipment with known long lead times was procured separately from this contract to accommodate the possibility of delays.

RELEVANT STANDARDS

- Comply with California Public Contract Code Section 20103.8, award construction contract to lowest responsive, responsible bidder
- Ensure the public's money is wisely spent
- Provide a safe and collegial workspace

PROBLEM

The new Headquarters Complex requires an audiovisual network to be functional. While long lead-time audiovisual equipment and audiovisual network equipment have been approved and purchased,

the remainder of the readily available equipment and installation services for the entire system has not been awarded.

PROPOSED SOLUTION

Award a construction contract for Headquarters Audiovisual Integrator, Contract No. P1-128A-1 for the Headquarters Complex at Plant No. 1, Project No. P1-128A. This contract will purchase the remaining audiovisual components and install the entire audiovisual system in the new Headquarters Complex.

TIMING CONCERNS

The audiovisual network equipment must be installed by December 2023 to maintain the project schedule and allow staff to occupy the new building.

RAMIFICATIONS OF NOT TAKING ACTION

The new building will not be able to utilize audiovisual features and the building occupancy date will be delayed.

PRIOR COMMITTEE/BOARD ACTIONS

May 2023 - Approved a purchase order to SHI International Corp (SHI) for audiovisual network equipment for an amount not to exceed \$205,447, plus freight and sales tax; and approved a contingency of \$20,545.

February 2023 - Approved a purchase order to AVI-SPL LLC for long lead time audio visual equipment for an amount not to exceed \$911,309, plus applicable sales tax.

ADDITIONAL INFORMATION

This construction contract will provide the remaining audiovisual equipment and will install the entire audiovisual system, including the long lead-time parts previously approved and purchased. The P1-128A design consultant, HDR Engineering, has assisted in the audiovisual network design to ensure the package is coordinated with the primary construction contract.

OC San advertised Contract No. P1-128A-1 for bids on May 2, 2023 and five sealed bids were received on June 7, 2023. The bids were evaluated in accordance with OC San's policies and procedures. A summary of the bid opening follows:

Engineer's Estimate	\$ 1,655,000
<u>Bidder</u>	<u>Amount of Bid</u>
ITECH 2 INC	\$ 868,347.07
EIDIM Group, Inc. dba EIDIM AV Technology	\$ 1,580,000.00
AVI-SPL LLC	\$ 1,774,789.64
Avidex Industries LLC	\$ 1,982,843.00
Cashel Corporation dba Integrated Media Systems	\$ 2,047,520.76

The apparent low bidder, ITECH 2 INC, was determined non-responsive due to not providing required documentation defined in the solicitation documents. The next lowest bidder, EIDIM Group, Inc. dba EIDIM AV Technology, was determined responsive and responsible. A notice was sent to all bidders on July 13, 2023 informing them of the intent of OC San staff to recommend award of the Construction Contract to EIDIM Group, Inc. dba EIDIM AV Technology.

Staff recommends awarding a Construction Contract to the lowest responsive and responsible bidder, EIDIM Group, Inc. dba EIDIM AV Technology, for a total amount not to exceed \$1,580,000.

CEQA

The Headquarters Complex project is included in the Addendum to the City of Fountain Valley "Fountain Valley Crossings Specific Plan" Program Environmental Impact Report, State Clearinghouse No. 2015101042.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Year 2023-2024, Appendix A, Page 8, Headquarters Complex, Project No. P1-128) and the budget is sufficient for the recommended action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Construction Contract

AB:tk

PART A
CONTRACT AGREEMENT

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CONTRACT AGREEMENT
ORANGE COUNTY SANITATION DISTRICT

CONTRACT NO. P1-128A-1
HEADQUARTERS AUDIOVISUAL INTEGRATOR

THIS AGREEMENT is made and entered into, to be effective, this July 26, 2023, by and between EIDIM Group, Inc. dba EIDIM AV Technology, hereinafter referred to as “CONTRACTOR” and the Orange County Sanitation District, hereinafter referred to as “OC SAN”.

WITNESSETH

That for and in consideration of the promises and agreements hereinafter made and exchanged, OC SAN and CONTRACTOR agree as follows:

SECTION – 1 GENERAL

CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the Work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR’s investigation of all such matters and is in no way relying upon any opinions or representations of OC SAN. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents are each incorporated into this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its Subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the Work covered by this Contract.

A. Contract Documents Order of Precedence

“Contract Documents” refers to those documents identified in the definition of “Contract Documents” in the General Conditions, “Definitions”.

1. In the event of a conflict between one Contract Document and any of the other Contract Documents, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract Documents is as follows:
 - a. Supplemental Agreements – the last in time being the first in precedence
 - b. Addenda issued prior to the date for submittal of Bids – the last in time being the first in precedence
 - c. Contract Agreement
 - d. Permits and other regulatory requirements
 - e. Special Provisions
 - f. General Conditions (GC)
 - g. Notice Inviting Bids and Instruction to Bidders
 - h. Geotechnical Baseline Report (GBR), if attached as a Contract Document
 - i. Plans and Specifications – in these documents the order of precedence shall be:
 - i. Specifications (Divisions 01-17)
 - ii. Plans
 - iii. General Requirements (GR)
 - iv. Standard Drawings and Typical Details
 - j. CONTRACTOR's Bid
2. In the event of a conflict between terms within an individual Contract Document, the conflict shall be resolved by applying the following principles as appears applicable:
 - a. Figured dimensions on the Contract Documents shall govern. Dimensions not specified shall be as directed by the ENGINEER. Details not shown or

specified shall be the same as similar parts that are shown or specified, or as directed. Full-size details shall take precedence over scale Drawings as to shape and details of construction. Specifications shall govern as to material and workmanship.

- b. The Contract Documents calling for the higher quality material or workmanship shall prevail. Materials or Work described in words, which so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In the event of any discrepancy between any Drawings and the figures thereon, the figures shall be taken as correct.
- c. Scale Drawings, full-size details, and Specifications are intended to be fully complementary and to agree. Should any discrepancy between Contract Documents come to the CONTRACTOR's attention, or should an error occur in the efforts of others, which affect the Work, the CONTRACTOR shall notify the ENGINEER, in writing, at once. In the event any doubts or questions arise with respect to the true meaning of the Contract Documents, reference shall be made to the ENGINEER whose written decision shall be final. If the CONTRACTOR proceeds with the Work affected without written instructions from the ENGINEER, the CONTRACTOR shall be fully responsible for any resultant damage or defect.
- d. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to OC SAN's ENGINEER, without whose decision CONTRACTOR shall not adjust said

discrepancy save only at CONTRACTOR's own risk and expense. The decision of the ENGINEER shall be final.

In all matters relating to the acceptability of material, machinery or plant equipment; classifications of material or Work; the proper execution, progress or sequence of the Work; and quantities interpretation of the Contract Documents, the decision of the ENGINEER shall be final and binding, and shall be a condition precedent to any payment under the Contract, unless otherwise ordered by the Board of Directors.

B. Definitions

Capitalized terms used in this Contract are defined in the General Conditions, "Definitions". Additional terms may be defined in the Special Provisions.

SECTION – 2 MATERIALS AND LABOR

CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by OC SAN, to construct and complete the Project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, OC SAN may settle such claims by making demand upon the Surety to this Contract. In the event of the failure or refusal of the Surety to satisfy said claims, OC SAN may settle them directly and deduct the amount of payments from the Contract Price and any amounts due to CONTRACTOR. In the event OC SAN receives a stop payment notice from any laborer or material supplier alleging non-payment by CONTRACTOR, OC SAN shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

SECTION – 3 PROJECT

The Project is described as:

**CONTRACT NO. P1-128A-1
HEADQUARTERS AUDIOVISUAL INTEGRATOR**

SECTION – 4 PLANS AND SPECIFICATIONS

The Work to be done is shown in a set of Plans and Specifications entitled:

CONTRACT NO. P1-128A-1

HEADQUARTERS AUDIOVISUAL INTEGRATOR

Said Plans and Specifications and any revision, amendments and addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference.

SECTION – 5 TIME OF COMMENCEMENT AND COMPLETION

CONTRACTOR agrees to commence the Project within 15 calendar days from the date set forth in the “Notice to Proceed” sent by OC SAN, unless otherwise specified therein and shall diligently prosecute the Work to completion within one hundred thirty (130) calendar days from the date of the “Notice to Proceed” issued by OC SAN, excluding delays caused or authorized by OC SAN as set forth in Sections 7, 8, and 9 hereof, and applicable provisions in the General Conditions. The time for completion includes calendar days determined by OC SAN likely to be inclement weather when CONTRACTOR will be unable to work.

SECTION – 6 TIME IS OF THE ESSENCE

Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR’s Work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the Work covered by this Contract with that of all other contractors, subcontractors and of OC SAN, in a manner that will facilitate the efficient completion of the entire Work and accomplish the required milestone(s), if any, by the applicable deadline(s) in accordance with Section 5 herein. OC SAN shall have the right to assert complete control of the premises on which the Work is to be performed and shall have the right to decide the time or order in which the various portions of the Work shall be installed or the priority of the work of subcontractors,

and, in general, all matters representing the timely and orderly conduct of the Work of CONTRACTOR on the premises.

SECTION – 7 EXCUSABLE DELAYS

CONTRACTOR shall only be excused for any delay in the prosecution or completion of the Project as specifically provided in General Conditions, “Extension of Time for Delay”, and the General Requirements, “By CONTRACTOR or Others – Unknown Utilities during Contract Work”. Extensions of time and extra compensation arising from such excusable delays will be determined in accordance with the General Conditions, “Extension of Time for Delay” and “Contract Price Adjustments and Payments”, and extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with General Requirements, “By CONTRACTOR or Others – Unknown Utilities during Contract Work”. OC SAN’s decision will be conclusive on all parties to this Contract.

SECTION – 8 EXTRA WORK

The Contract Price as set forth in Section 11, includes compensation for all Work performed by CONTRACTOR, unless CONTRACTOR obtains a Change Order signed by a designated representative of OC SAN specifying the exact nature of the Extra Work and the amount of extra compensation to be paid all as more particularly set forth in Section 9 hereof and the General Conditions, “Request for Change (Changes at CONTRACTOR’s Request)”, “OWNER Initiated Changes”, and “Contract Price Adjustments and Payments”.

In the event a Change Order is issued by OC SAN pursuant to the Contract Documents, OC SAN shall extend the time fixed in Section 5 for completion of the Project by the number of days, if any, reasonably required for CONTRACTOR to perform the Extra Work, as determined by OC SAN’s ENGINEER. The decision of the ENGINEER shall be final.

SECTION – 9 CHANGES IN PROJECT

OC SAN may at any time, without notice to any Surety, by Change Order, make any changes in the Work within the general scope of the Contract Document, including but not limited to changes:

1. In the Specifications (including Drawings and designs);
2. In the time, method or manner of performance of the Work;
3. In OC SAN-furnished facilities, equipment, materials, services or site; or
4. Directing acceleration in the performance of the Work.

No change of period of performance or Contract Price, or any other change in the Contract Documents, shall be binding until the Contract is modified by a fully executed Change Order.

All Change Orders shall be issued in accordance with the requirements set forth in the General Conditions, "Request for Change (Changes at CONTRACTOR's Request)" and "OWNER Initiated Changes".

SECTION – 10 LIQUIDATED DAMAGES FOR DELAY

Liquidated Damages shall be payable in the amounts and upon the occurrence of such events or failure to meet such requirements or deadlines as provided in the Special Provisions, "Liquidated Damages and Incentives."

SECTION – 11 CONTRACT PRICE AND METHOD OF PAYMENT

A. OC SAN agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in approved Change Orders, the sum of One Million Five Hundred Eighty Thousand Dollars (\$1,580,000) as itemized on the attached Exhibit "A".

Upon satisfaction of the conditions precedent to payment set forth in the General Requirements, Additional General Requirements, and General Conditions (including but

not limited to Sections entitled “Mobilization Payment Requirements” and “Payment Itemized Breakdown of Contract Lump Sum Prices”), there shall be paid to the CONTRACTOR an initial Net Progress Payment for mobilization. OC SAN shall issue at the commencement of the job a schedule which shows:

1. A minimum of one payment to be made to the CONTRACTOR for each successive four (4) week period as the Work progresses, and
2. The due dates for the CONTRACTOR to submit requests for payment to meet the payment schedule.

After the initial Net Progress Payment, and provided the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule, the CONTRACTOR shall be paid a Net Progress Payment on the corresponding monthly payment date set forth in the schedule.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the ENGINEER, stating that the Work for which payment is demanded has been performed in accordance with the terms of the Contract Documents, and that the amount stated in the certificate is due under the terms of the Contract.

Payment applications shall also be accompanied with all documentation, records, and releases as required by the Contract; Exhibit A, Schedule of Prices; and General Conditions, “Payment for Work – General”. The Total amount of Progress Payments shall not exceed the actual value of the Work completed as certified by OC SAN’s ENGINEER. The processing of payments shall not be considered as an acceptance of any part of the Work.

- B. As used in this Section, the following defined terms shall have the following meanings:
1. **“Net Progress Payment”** means a sum equal to the Progress Payment less the Retention Amount and other qualified deductions (Liquidated Damages, stop payment notices, etc.).
 2. **“Progress Payment”** means a sum equal to:
 - a. the value of the actual Work completed since the commencement of the Work as determined by OC SAN;
 - b. plus the value of material suitably stored at the worksite, treatment plant or approved storage yards subject to or under the control of OC SAN since the commencement of the Work as determined by OC SAN;
 - c. less all previous Net Progress Payments;
 - d. less all amounts of previously qualified deductions;
 - e. less all amounts previously retained as Retention Amounts.
 3. **“Retention Amount”** for each Progress Payment means the percentage of each Progress Payment to be retained by OC SAN to assure satisfactory completion of the Contract. The amount to be retained from each Progress Payment shall be determined as provided in the General Conditions, “Retained Funds; Substitution of Securities.”

SECTION – 12 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION OF FUNDS

Pursuant to Public Contract Code Section 22300 et seq., the CONTRACTOR may, at its sole expense, substitute securities as provided in General Conditions, “Retained Funds; Substitution of Securities.”

SECTION – 13 COMPLETION

Final Completion and Final Acceptance shall occur at the time and in the manner specified in the General Conditions, “Final Acceptance and Final Completion”, “Final Payment”; and Exhibit A, Schedule of Prices.

Upon receipt of all documentation, records, and releases as required by the Contract from the CONTRACTOR, OC SAN shall proceed with the Final Acceptance as specified in General Conditions.

SECTION – 14 CONTRACTOR’S EMPLOYEES COMPENSATION

A. 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.

B. General Prevailing Rate:

OC SAN 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 the same are on file in the Office of the ENGINEER of OC SAN. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this public works Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OC SAN will have on file copies of the prevailing rate of per diem wages at its principal office and at each job site, which shall be made available to any interested party upon request.

C. Forfeiture for Violation:

CONTRACTOR shall, as a penalty to OC SAN, forfeit Two Hundred Dollars (\$200.00) 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.

D. 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.

E. 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 him hereunder except as provided in paragraph (B) above. 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 OC SAN 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 calendar day and forty (40) hours in any one 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.

F. Registration; Record of Wages; Inspection:

CONTRACTOR 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 by the California Department of Industrial Relations. CONTRACTOR shall maintain accurate payroll records 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.

CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations Section 16461(e).

SECTION – 15 SURETY BONDS

CONTRACTOR shall, before entering upon the performance of this Contract, furnish Bonds approved by OC SAN's General Counsel – one in the amount of one hundred percent (100%) of the Contract amount, to guarantee the faithful performance of the Work, and the other in the amount of one hundred percent (100%) of the Contract amount to guarantee payment of all claims for labor and materials furnished. As changes to the Contract occur via approved Change Orders, the CONTRACTOR shall assure that the amounts of the Bonds are adjusted to maintain 100% of the Contract Price. This Contract shall not become effective until such Bonds are supplied to and approved by OC SAN. Bonds must be issued by a Surety authorized by the State Insurance Commissioner to do business in California. The Performance Bond shall remain in full force and effect through the warranty period, as specified in Section 19 below. All Bonds required to be submitted relating to this Contract must comply with California Code of Civil Procedure Section 995.630. Each Bond shall be executed in the name of the Surety insurer under penalty of perjury, or the fact of execution of each Bond shall be duly acknowledged before an officer authorized to take and certify acknowledgments, and either one of the following conditions shall be satisfied:

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the Bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or
- B. A copy of a valid power of attorney is attached to the Bond.

SECTION – 16 INSURANCE

CONTRACTOR shall purchase and maintain, for the duration of the Contract, insurance against claims for injuries to persons, or damages to property which may arise from or in connection with the performance of the Work hereunder, and the results of that Work by CONTRACTOR, its agents, representatives, employees, or Subcontractors, in amounts equal to the requirements set forth below. CONTRACTOR shall not commence Work under this Contract until all insurance required under this Section is obtained in a form acceptable to OC SAN, nor shall CONTRACTOR allow any Subcontractor to commence Work on a subcontract until all insurance required of the Subcontractor has been obtained. CONTRACTOR shall maintain all of the foregoing insurance coverages in force through the point at which the Work under this Contract is fully completed and accepted by OC SAN pursuant to the provisions of the General Conditions, "Final Acceptance and Final Completion". Furthermore, CONTRACTOR shall maintain all of the foregoing insurance coverages in full force and effect throughout the warranty period, commencing on the date of Final Acceptance. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of OC SAN by CONTRACTOR under Section 17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, inclusive of all changes to the Contract Documents made in accordance with the provisions of the General Conditions, "Request for Change (Changes at CONTRACTOR's Request)" and/or "OWNER Initiated

Changes”, the following insurance in amounts not less than the amounts specified. OC SAN reserves the right to amend the required limits of insurance commensurate with the CONTRACTOR’s risk at any time during the course of the Project. No vehicles may enter OC SAN premises/worksites without possessing the required insurance coverage.

CONTRACTOR’s insurance shall also comply with all insurance requirements prescribed by agencies from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the “Third Parties”). The Special Provisions may list such requirements and sample forms and requirements from such Third Parties may be included in an attachment to the General Requirements. CONTRACTOR bears the responsibility to discover and comply with all requirements of Third Parties, including meeting specific insurance requirements, that are necessary for the complete performance of the Work. To the extent there is a conflict between the Third Parties’ insurance requirements and those set forth by OC SAN herein, the requirement(s) providing the more protective coverage for both OC SAN and the Third Parties shall control and be purchased and maintained by CONTRACTOR.

If CONTRACTOR maintains higher limits than the minimums shown in this Section, OC SAN requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OC SAN, its or their officers, agents, or employees, and any other contractor or subcontractor performing Work or rendering services on behalf of OC SAN in connection with the planning, development and construction of the Project. In all its insurance coverages (except for Professional Liability/Errors and Omissions coverages, if applicable) related to the Work, CONTRACTOR shall include clauses providing that each

insurer shall waive all of its rights of recovery by subrogation against OC SAN, its or their officers, agents, or employees, or any other contractor or subcontractor performing Work or rendering services at the Project. Where permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its Subcontractors of every tier. A waiver of subrogation shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

A. Limits of Insurance

1. General Liability: One Million Dollars (\$1,000,000) per occurrence and a general aggregate limit of Two Million Dollars (\$2,000,000) for bodily injury, personal injury and property damage. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit. Coverage shall include each of the following:
 - a. Premises-Operations.
 - b. Products and Completed Operations, with limits of at least One Million Dollars (\$1,000,000) per occurrence and a general aggregate limit of Two Million Dollars (\$2,000,000) which shall be in effect at all times during the warranty period set forth in the Warranty section herein, and as set forth in the General Conditions, "Warranty (CONTRACTOR's Guarantee)", plus any additional extension or continuation of time to said warranty period that may be required or authorized by said provisions. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit.

- c. Broad Form Property Damage, expressly including damage arising out of explosion, collapse, or underground damage.
- d. Contractual Liability, expressly including the indemnity provisions assumed under this Contract.
- e. Separation of Insured Clause, providing that coverage applies separately to each insured, except with respect to the limits of liability.
- f. Independent CONTRACTOR's Liability.

To the extent first dollar coverage, including defense of any claim, is not available to OC SAN or any other additional insured because of any SIR, deductible, or any other form of self insurance, CONTRACTOR is obligated to assume responsibility of insurer until the deductible, SIR or other condition of insurer assuming its defense and/or indemnity has been satisfied.

CONTRACTOR shall be responsible to pay any deductible or SIR.

- g. If a crane will be used, the general liability insurance will be endorsed to add Riggers Liability coverage or its equivalent to cover the usage of the crane and exposures with regard to the crane operators, riggers and others involved in using the crane.
 - h. If divers will be used, the general liability insurance will be endorsed to cover marine liability or its equivalent to cover the usage of divers.
2. Automobile Liability: The CONTRACTOR shall maintain a policy of automobile liability insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limit of liability coverage: combined single limit of Five Hundred Thousand Dollars (\$500,000) for bodily injury, personal injury, and property damage.

3. Umbrella Excess Liability: The minimum limits of general liability and automobile liability insurance required, as set forth above, shall be provided for either in a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.
4. Drone Liability Insurance: If a drone will be used, drone liability insurance must be maintained by CONTRACTOR in the amount of One Million Dollars (\$1,000,000) in a form acceptable to OC SAN.
5. Workers' Compensation/Employer's Liability: CONTRACTOR shall provide such workers' compensation insurance as required by the Labor Code of the State of California, including employer's liability with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage with regard to Jones Act claims.
6. Cyber Liability Insurance: Cyber liability insurance must be maintained by CONTRACTOR in the amount of One Million Dollars (\$1,000,000) in a form acceptable to OC SAN.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by OC SAN. At the option of OC SAN, either: the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OC SAN, its Directors, officers, agents, consultants, and employees; or CONTRACTOR shall provide a financial guarantee satisfactory to OC SAN guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provisions

1. Each such policy of general liability insurance and automobile liability insurance shall be endorsed to contain, the following provisions:
 - a. OC SAN, its directors, officers, agents, consultants, and employees, and all public agencies from whom permits will be obtained, and their directors, officers, agents, and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of CONTRACTOR at or from any of the sites of OC SAN in connection with this Contract, or acts and omissions of the additional insured in connection with its general supervision or inspection of said operations related to this Contract.
 - b. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by OC SAN shall be excess only and not contributing with insurance provided under this policy.
2. Cancellation and Policy Change Notice.

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

Said notices shall be mailed to OC SAN at:

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

3. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782(b).
4. If required by a public agency from whom permit(s) will be obtained, each policy of general liability insurance and automobile liability insurance shall be endorsed to specify by name the public agency and its legislative members, officers, agents, consultants, and employees, to be additional insureds.

Acceptability of Insurers

Insurers must have an "A-", or better, Policyholder's Rating, and a Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide. OC SAN recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best Rating Guide process. Nevertheless, OC SAN will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to OC SAN's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days written notice. Further, OC SAN will require CONTRACTOR to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONTRACTOR by OC SAN or its agent.

D. Verification of Coverage

CONTRACTOR shall furnish OC SAN with original certificates and mandatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by OC SAN before Work commences. OC SAN reserves the right to require complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these Specifications at any time.

E. Subcontractors

CONTRACTOR shall be responsible to establish insurance requirements for any Subcontractors hired by CONTRACTOR. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subcontractor's operations and work. OC SAN and any public agency issuing permits for the Project must be named as "Additional Insured" on any general liability or automobile liability policy obtained by a Subcontractor. The CONTRACTOR must obtain copies and maintain current versions of all Subcontractors' policies, certificate of liability and mandatory endorsements effecting coverage. Upon request, CONTRACTOR must furnish OC SAN with the above referenced required documents.

F. Required Forms and Endorsements

1. Required ACORD Form

- | | | |
|----|--------------------------|---|
| a. | Certificate of Liability | ACORD Form 25 or other equivalent certificate of insurance form |
|----|--------------------------|---|

2. Required Insurance Services Office, Inc. Endorsements (when alternative forms are shown, they are listed in order of preference)

In the event any of the following forms are cancelled by Insurance Services Office, Inc. (ISO), or are updated, the ISO replacement form or equivalent must be supplied.

- | | | |
|----|---|--|
| a. | Commercial General Liability | Form CG 00 01 |
| b. | Additional Insured Including Products-Completed Operations | Form CG 20 10 and
Form CG 20 37
All other additional insured endorsements must be submitted for approval by OC SAN, and OC SAN may reject alternatives that provide different or less coverage to OC SAN. |
| c. | Waiver of Transfer of Rights of Recovery Against Others to Us/
Waiver of Subrogation | Form CG 24 04 |

made at the time and in the manner provided in the General Conditions, "Termination for Default" and "Termination for Convenience".

SECTION – 19 WARRANTY

The CONTRACTOR agrees to perform all Work under this Contract in accordance with the Contract Documents, including OC SAN's designs, Drawings and Specifications.

The CONTRACTOR guarantees for a period of at least one (1) year from the date of Final Acceptance of the Work, pursuant to the General Conditions, "Final Acceptance and Final Completion" that the completed Work is free from all defects due to faulty materials, equipment or workmanship and that it shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. OC SAN shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, OC SAN may do so and charge the CONTRACTOR the cost incurred. The CONTRACTOR's warranty shall continue as to any corrected deficiency until the later of (1) the remainder of the original one-year warranty period; or (2) one year after acceptance by OC SAN of the corrected Work. The Performance Bond and the Payment Bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR's obligations under this clause are in addition to the CONTRACTOR's other express or implied assurances under this Contract, including but not limited to specific manufacturer or other extended warranties specified in the Plans and Specifications, or state law and in no way diminish any other rights that OC SAN may have against the CONTRACTOR for faulty materials, equipment or Work.

SECTION – 20 ASSIGNMENT

No assignment by the CONTRACTOR of this Contract or any part hereof, or of funds to be received hereunder, will be recognized by OC SAN unless such assignment has had prior written approval and consent of OC SAN and the Surety.

SECTION – 21 RESOLUTION OF DISPUTES

OC SAN and the CONTRACTOR shall comply with the provisions of California Public Contract Code Section 20104 et. seq., regarding resolution of construction claims for any Claims which arise between the CONTRACTOR and OC SAN, as well as all applicable dispute and Claims provisions as set forth in the General Conditions and as otherwise required by law.

SECTION – 22 SAFETY & HEALTH

CONTRACTOR shall comply with all applicable safety and health requirements mandated by federal, state, city and/or public agency codes, permits, ordinances, regulations, and laws, as well as these Contract Documents, including but not limited to the General Requirements, Section entitled "Safety" and Exhibit B Contractor Safety Standards. OC SAN reserves the right to stop Work for violations of safety and health standards until the hazardous conditions are corrected. The right to stop Work includes the right to remove a contractor or its employees from the worksite.

SECTION – 23 NOTICES

Any notice required or permitted under this Contract shall be served by personal delivery or by certified mail, return receipt requested, at the address set forth below. Unless specified elsewhere in the Contract Documents or otherwise required by law, any notice may alternatively be given by electronic telecommunication to the e-mail address set forth below. Any party whose address changes shall notify the other party in writing.

TO OC SAN: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018
Attn: Clerk of the Board
ocsanclerk@ocsan.gov

Copy to: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018
Attn: Construction Manager
rcuellar@ocsan.gov

Bradley R. Hogin, Esquire
Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626
bhogin@woodruff.law

TO CONTRACTOR: Andrew W. Bang, President/CEO
EIDIM Group, Inc. dba EIDIM AV Technology
1015 S. Placentia Ave.
Fullerton, CA 92831
estimate@eidim.com

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as the date first hereinabove written.

CONTRACTOR: EIDIM Group, Inc. dba EIDIM AV Technology
1015 S. Placentia Ave.
Fullerton, CA 92831

By _____ Date _____

Printed Name

Its _____

CONTRACTOR's State License No. 824410 (Expiration Date – 09/30/2023)

OC SAN: Orange County Sanitation District

By _____ Date _____

Chad P. Wanke
Board Chairman

By _____ Date _____

Kelly A. Lore
Clerk of the Board

By _____ Date _____

Ruth Zintzun
Purchasing & Contracts Manager

EXHIBIT A
SCHEDULE OF PRICES

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SCHEDULE OF PRICES

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EXHIBIT A

SCHEDULE OF PRICES

EXA-1 BASIS OF COMPENSATION

CONTRACTOR will be paid the Contract Price according to the Schedule of Prices, and all other applicable terms and conditions of the Contract Documents.

EXA-2 PROGRESS PAYMENTS

Progress payments will be made in accordance with all applicable terms and conditions of the Contract Documents, including, but not limited to:

1. Contract Agreement – Section 11 – “Contract Price and Method of Payment;”
2. General Conditions – “Payment – General”;
3. General Conditions – “Payment – Applications for Payment”;
4. General Conditions – “Payment – Mobilization Payment Requirements;”
5. General Conditions – “Payment – Itemized Breakdown of Contract Lump Sum Prices”;
6. General Conditions – “Contract Price Adjustments and Payments”;
7. General Conditions – “Suspension of Payments”;
8. General Conditions – “OC SAN’s Right to Withhold Certain Amounts and Make Application Thereof”; and
9. General Conditions – “Final Payment.”

EXA-3 RETENTION AND ESCROW ACCOUNTS

A. Retention:

OC SAN shall retain a percentage of each progress payment to assure satisfactory completion of the Work. The amount to be retained from each progress payment shall be determined as provided in General Conditions – “Retained Funds; Substitution of Securities”. In all contracts between CONTRACTOR and its Subcontractors and/or Suppliers, the retention may not exceed the percentage specified in the Contract Documents.

B. Substitution of Securities:

CONTRACTOR may, at its sole expense, substitute securities as provided in General Conditions – “Retained Funds; Substitution of Securities.” Payment of Escrow Agent:

In lieu of substitution of securities as provided above, the CONTRACTOR may request and OC SAN shall make payment of retention earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities consistent with Government Code §16430 and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this article for securities deposited by the CONTRACTOR. Upon satisfactory completion of the Contract, the CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by the escrow agent from OC SAN, pursuant to the terms of this article. The CONTRACTOR shall pay to each Subcontractor, not later than twenty (20) calendar days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to ensure the performance of the Subcontractor. The escrow agreement used by the escrow agent pursuant to this article shall be substantially similar to the form set forth in §22300 of the California Public Contract Code.

C. Release of Retention:

Upon Final Acceptance of the Work, the CONTRACTOR shall submit an invoice for release of retention in accordance with the terms of the Contract.

D. Additional Deductibles:

In addition to the retentions described above, OC SAN may deduct from each progress payment any or all of the following:

1. Liquidated Damages that have occurred as of the date of the application for progress payment;
2. Deductions from previous progress payments already paid, due to OC SAN's discovery of deficiencies in the Work or non-compliance with the Specifications or any other requirement of the Contract;
3. Sums expended by OC SAN in performing any of the CONTRACTOR'S obligations under the Contract that the CONTRACTOR has failed to perform, and;
4. Other sums that OC SAN is entitled to recover from the CONTRACTOR under the terms of the Contract, including without limitation insurance deductibles and assessments.

The failure of OC SAN to deduct any of the above-identified sums from a progress payment shall not constitute a waiver of OC SAN's right to such sums or to deduct them from a later progress payment.

EXA-4 STOP PAYMENT NOTICE

In addition to other amounts properly withheld under this article or under other provisions of the Contract, OC SAN shall retain from progress payments otherwise due the CONTRACTOR an amount equal to one hundred twenty-five percent (125%) of the amount claimed under any stop payment notice under Civil Code §9350 et. seq. or other lien filed against the CONTRACTOR for labor, materials, supplies, equipment, and any other thing of value claimed to have been furnished to and/or incorporated into the Work; or for any other alleged contribution thereto. In addition to the foregoing and in accordance with Civil Code §9358 OC SAN may also satisfy its duty to withhold funds for stop payment notices by refusing to release funds held in escrow pursuant to public receipt of a release of stop payment notice executed by a stop payment notice claimant, a stop payment notice release bond, an order of a court of competent jurisdiction, or other evidence satisfactory to OC SAN that the CONTRACTOR has resolved such claim by settlement.

EXA-5 PAYMENT TO SUBCONTRACTORS

Requirements

1. The CONTRACTOR shall pay all Subcontractors for and on account of Work performed by such Subcontractors, not later than seven (7) days after receipt of each progress payment as required by the California Business and Professions Code §7108.5. Such payments to Subcontractors shall be based on the measurements and estimates made pursuant to article progress payments provided herein.
2. Except as specifically provided by law, the CONTRACTOR shall pay all Subcontractors any and all retention due and owing for and on account of Work performed by such Subcontractors not later than seven (7) days after CONTRACTOR'S receipt of said retention proceeds from OC SAN as required by the California Public Contract Code §7107.

EXA-6 PAYMENT OF TAXES

Unless otherwise specifically provided in this Contract, the Contract Price includes full compensation to the CONTRACTOR for all taxes. The CONTRACTOR shall pay all federal, state, and local taxes, and duties applicable to and assessable against any Work, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. The CONTRACTOR shall ascertain and pay the taxes when due. The CONTRACTOR will maintain auditable records, subject to OC SAN reviews, confirming that tax payments are current at all times.

EXA-7 FINAL PAYMENT

After Final Acceptance of the Work, as more particularly set forth in the General Conditions, "Final Acceptance and Final Completion", and after Resolution of the Board authorizing final payment and satisfaction of the requirements as more particularly set forth in General Conditions – "Final Payment", a final payment will be made as follows:

1. Prior to Final Acceptance, the CONTRACTOR shall prepare and submit an application for Final Payment to OC SAN, including:
 - a. The proposed total amount due the CONTRACTOR, segregated by items on the payment schedule, amendments, Change Orders, and other bases for payment;
 - b. Deductions for prior progress payments;
 - c. Amounts retained;
 - d. A conditional waiver and release on final payment for each Subcontractor (per Civil Code Section 8136);
 - e. A conditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8136);
 - f. List of Claims the CONTRACTOR intends to file at that time or a statement that no Claims will be filed,
 - g. List of pending unsettled claims, stating claimed amounts, and copies of any and all complaints and/or demands for arbitration received by the CONTRACTOR; and
 - h. For each and every claim that resulted in litigation or arbitration which the CONTRACTOR has settled, a conformed copy of the Request for Dismissal with prejudice or other satisfactory evidence the arbitration is resolved.
2. The application for Final Payment shall include complete and legally effective releases or waivers of liens and stop payment notices satisfactory to OC SAN, arising out of or filed in connection with the Work. Prior progress payments shall be subject to correction in OC SAN's review of the application for Final Payment. Claims filed with the application for Final Payment must be otherwise timely under the Contract and applicable law.
3. Within a reasonable time, OC SAN will review the CONTRACTOR'S application for Final Payment. Any recommended changes or corrections will then be forwarded to the CONTRACTOR. Within ten (10) calendar days after receipt of recommended changes from OC SAN, the CONTRACTOR

will make the changes, or list Claims that will be filed as a result of the changes, and shall submit the revised application for Final Payment. Upon acceptance by OC SAN, the revised application for Final Payment will become the approved application for Final Payment.

4. If no Claims have been filed with the initial or any revised application for Final Payment, and no Claims remain unsettled within thirty-five (35) calendar days after Final Acceptance of the Work by OC SAN, and agreements are reached on all issues regarding the application for Final Payment, OC SAN, in exchange for an executed release, satisfactory in form and substance to OC SAN, will pay the entire sum found due on the approved application for Final Payment, including the amount, if any, allowed on settled Claims.
5. The release from the CONTRACTOR shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of OC SAN are specifically reserved, and shall release and waive all unreserved Claims against OC SAN and its officers, directors, employees and authorized representatives. The release shall be accompanied by a certification by the CONTRACTOR that:
 - a. It has resolved all Subcontractors, Suppliers and other Claims that are related to the settled Claims included in the Final Payment;
 - b. It has no reason to believe that any party has a valid claim against the CONTRACTOR or OC SAN which has not been communicated in writing by the CONTRACTOR to OC SAN as of the date of the certificate;
 - c. All warranties are in full force and effect, and;
 - d. The releases and the warranties shall survive Final Payment.
6. If any claims remain open, OC SAN may make Final Payment subject to resolution of those claims. OC SAN may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the sum of the amounts of the open claims, and one hundred twenty-five percent (125%) of the amounts of open stop payment notices referred to in article entitled stop payment notices herein.
7. The CONTRACTOR shall provide an unconditional waiver and release on final payment from each Subcontractor and Supplier providing Work under the Contract (per Civil Code Section 8138) and an unconditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8138) within thirty (30) days of receipt of Final Payment.

EXA-8 DISCOVERY OF DEFICIENCIES BEFORE AND AFTER FINAL PAYMENT

Notwithstanding OC SAN's acceptance of the application for Final Payment and irrespective of whether it is before or after Final Payment has been made, OC SAN shall not be precluded from subsequently showing that:

1. The true and correct amount payable for the Work is different from that previously accepted;
2. The previously accepted Work did not in fact conform to the Contract requirements, or;
3. A previous payment or portion thereof for Work was improperly made.

OC SAN also shall not be stopped from demanding and recovering damages from the CONTRACTOR, as appropriate, under any of the foregoing circumstances as permitted under the Contract or applicable law.

ATTACHMENT 1 – CERTIFICATION FOR REQUEST FOR PAYMENT

I hereby certify under penalty of perjury as follows:

That the claim for payment is in all respects true, correct; that the services mentioned herein were actually rendered and/or supplies delivered to OC SAN in accordance with the Contract.

I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to OC SAN a false claim for payment or approval.

A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other remedies which OC SAN may have either under contract or law.

I hereby further certify, to the best of my knowledge and belief, that:

1. The amounts requested are only for performance in accordance with the Specifications, terms, and conditions of the Contract;
2. Payments to Subcontractors and Suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification;
3. This request for progress payments does not include any amounts which the prime CONTRACTOR intends to withhold or retain from a Subcontractor or Supplier in accordance with the terms and conditions of the subcontract; and
4. This certification is not to be construed as Final Acceptance of a Subcontractor's performance.

Name

Title

Date

ATTACHMENT 2 – SCHEDULE OF PRICES

See next pages for Bid Submittal Forms: EIDIM Group, Inc. dba EIDIM AV Technology

BF-14 SCHEDULE OF PRICES, Pages 1-2

BF-14 SCHEDULE OF PRICES

INSTRUCTIONS

A. General

For Unit Prices, it is understood that the following quantities are approximate only and are solely for the purpose of estimating the comparison of Bids, and that the actual value of Work will be computed based upon the actual quantities in the completed Work, whether they be more or less than those shown. CONTRACTOR's compensation for the Work under the Contract Documents will be computed based upon the lump sum amount of the Contract at time of award, plus any additional or deleted costs approved by OC SAN via approved Change Orders, pursuant to the Contract Documents.

Bidder shall separately price and accurately reflect costs associated with each line item, leaving no blanks. Any and all modifications to the Bid must be initialed by an authorized representative of the Bidder in accordance with the Instructions to Bidders, Preparation of Bid.

Bidders are reminded of Instruction to Bidders, Discrepancy in Bid Items, which, in summary, provides that the total price for each item shall be based on the Unit Price listed for each item multiplied by the quantity; and the correct Total Price for each item shall be totaled to determine the Total Amount of Bid.

All applicable costs including overhead and profit shall be reflected in the respective unit costs and the TOTAL AMOUNT OF BID. The Bid price shall include all costs to complete the Work, including profit, overhead, etc., unless otherwise specified in the Contract Documents. All applicable sales taxes, state and/or federal, and any other special taxes, patent rights or royalties shall be included in the prices quoted in this Bid.

B. Basis of Award

AWARD OF THE CONTRACT WILL BE MADE ON THE BASIS OF THE LOWEST RESPONSIVE AND RESPONSIBLE BID.

Note 1: Base Bid. Includes all costs necessary to furnish all labor, materials, equipment and services for the construction of the Project per the Contract Documents.

Bid Submitted By: EIDIM Group, Inc. dba EIDIM AV Technology
 (Name of Firm)

SCHEDULE OF PRICES

BASE BID ITEMS (Refer to Note 1 in the Instructions):

Item No.	Description	Unit of Measurement	Extended Price
1.	Mobilization: as described in Division 01, Section 01155 and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	\$ 15,000
2.	AV Integrator Services: all other portions of the Work set forth in the Contract Documents except for the Work performed in Bid Items 1 and 3 for the lump sum price of...	Lump Sum	\$ 1,500,000.00
3.	Demobilization including final progress payment, clean-up and restoration of the project site and as described in Division 01, Section 01155 and in conformance with the Contract Documents for a lump sum price of...	Lump Sum	\$ 65,000

TOTAL AMOUNT OF BID (BASIS OF AWARD) \$ ~~1,800,000.00~~

Corrected Total \$ **1,580,000.00**



STEERING COMMITTEE

Agenda Report

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

File #: 2023-3123

Agenda Date: 7/26/2023

Agenda Item No: 17.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

BAY BRIDGE PUMP STATION AND FORCE MAINS REPLACEMENT PROJECT, PROJECT NO. 5-67

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Consider, Receive, and Certify the Addendum to the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project No. 5-67, dated July 2023; and
- B. Adopt Resolution No. OC SAN 23-13 entitled, "A Resolution of the Orange County Sanitation District Board of Directors receiving and filing the Addendum to the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project No. 5-67 and approving the Modified Project".

BACKGROUND

The Bay Bridge Pump Station and associated force mains were constructed in 1966 on Pacific Coast Highway just east of the Newport Back Bay Channel. The two force mains cross the channel and connect to the existing Newport force main network. The pump station and force mains are critical to the Orange County Sanitation District's (OC San) infrastructure as it conveys over half of Newport Beach's wastewater. The pump station is over 50 years old and at the end of its useful life. It is imperative that the facility and force mains be upgraded to ensure continuous service.

In February of 2021, OC San approved the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67 (Project). At that time, OC San certified the corresponding EIR for the Project.

On April 1, 2021, Bayside Village Marina filed a Verified Petition for Writ of Mandate against OC San in Orange County Superior Court alleging that the EIR failed to comply with CEQA on numerous grounds. (Orange County Superior Court Case No. 30-2021-01194238.) On December 16, 2022, the Court issued a ruling that upheld the EIR in all respects except one (Ruling). Thereafter, the Court issued a limited writ directing OC San to sufficiently identify project construction staging areas.

In response to the Ruling, OC San has prepared an Addendum to the EIR. Specifically, the Addendum clarifies the use of the Lower Castaways Park in the City of Newport Beach as a

construction staging area and adds a new construction staging area at OC San's Plant No. 2 located in the City of Huntington Beach for soil storage/drying activities (Modified Project). The potential impacts of the Modified Project were evaluated, and it was determined that the Modified Project would not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts. (CEQA Guidelines § 15162.)

RELEVANT STANDARDS

- Meet CEQA standards
- Listen to and seriously consider community input on environmental concerns
- Maintain collaborative and cooperative relationships with regulators, stakeholders, and neighboring communities

PROBLEM

OC San must address the Court's ruling in order to proceed with the Project.

PROPOSED SOLUTION

Adopt Resolution No. OC SAN 23-13 entitled, "A Resolution of the Orange County Sanitation District Board of Directors receiving and filing the Addendum to the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project No. 5-67 and approving the Modified Project".

TIMING CONCERNS

The Addendum is needed to comply with the Court's Ruling and to proceed with the Project. The Project will be advertised for bids in November 2023. If this Project is delayed, OC San will continue to operate a pump station and force mains at the end of their useful life.

RAMIFICATIONS OF NOT TAKING ACTION

The Project cannot proceed into construction before complying with the Court's Ruling.

PRIOR COMMITTEE/BOARD ACTIONS

February 2021 - Adopted Resolution No. OC SAN 21-03, entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District Certifying the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67; Adopting the Mitigation Monitoring and Reporting Program; and Approving the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67".

ADDITIONAL INFORMATION

N/A

CEQA

OC San, as lead agency, prepared a Final EIR for the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67, dated May 2018. The Board ultimately certified the EIR for the Project on February 24, 2021. OC San filed a Notice of Determination on March 1, 2021. In response to the Court's Ruling, modifications to project construction staging areas have been proposed. The environmental impacts of the proposed modifications were analyzed, and it was determined that the modifications would not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts. (CEQA Guidelines § 15162.) An Addendum was prepared accordingly. (CEQA Guidelines § 15164.)

FINANCIAL CONSIDERATIONS

N/A

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Resolution No. OC SAN 23-13
- Addendum to the Final Environmental Impact Report for Bay Bridge Pump Station and Force Mains Replacement for Project No. 5-67
- Final Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67 (Resolution No. OC SAN 21-03)

RESOLUTION NO. OC SAN 23-13

A RESOLUTION OF THE ORANGE COUNTY SANITATION DISTRICT BOARD OF DIRECTORS RECEIVING AND FILING THE ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT FOR THE BAY BRIDGE PUMP STATION AND FORCE MAINS REPLACEMENT PROJECT NO. 5-67 AND APPROVING THE MODIFIED PROJECT

WHEREAS, the Orange County Sanitation District (“OC San”) certified an environmental impact report for the Bay Bridge Pump Station and Force Mains Replacement Project (“Project”) No. 5-67 on February 24, 2021 (“EIR”);

WHEREAS, on April 1, 2021, Bayside Village Marina filed a Verified Petition for Writ of Mandate against OC San in Orange County Superior Court alleging that the EIR failed to comply with CEQA on numerous grounds, Orange County Superior Court Case No. 30-2021-01194238;

WHEREAS, on December 16, 2022, Judge William Claster of the Orange County Superior Court issued a ruling that upheld the EIR in all respects except one; the Court issued a limited writ directing OC San to sufficiently identify the project’s proposed construction staging areas (the “Court Ruling”);

WHEREAS, the Court Ruling also questioned the enforceability of Mitigation Measure AES-1;

WHEREAS, OC San has prepared an Addendum, “Attachment A,” to the EIR in response to the Court Ruling (the “Addendum”);

WHEREAS, OC San has also modified the Project (“Modified Project”) and certain mitigation measures as described in the Addendum;

WHEREAS, the Addendum finds that the Modified Project would not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts and that no further environmental review is required pursuant to Public Resources Code Section 21166 and California Code of Regulations, Title 14, Sections 15162 and 15164; and

WHEREAS, the Board of Directors of OC San has considered the Addendum and the EIR prior to making a decision regarding the Modified Project.

NOW, THEREFORE, BE IT RESOLVED THAT OC San does hereby find and determine as follows:

Section 1. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Pursuant to Public Resources Code Section 21081.6(b) and California Code of Regulations, Title 14, Section 15126.4(a)(2), Mitigation Measure AES-1 is hereby incorporated into the Project's design.

Section 3. The Addendum is hereby received and filed.

Section 4. The following condition of approval is imposed on the Modified Project:

"The constructor contractor will not have discretion to select any construction staging or material storage sites. The construction staging or material storage sites for this project are identified in the Addendum to the certified Bay Bridge Pump Station and Force Mains Replacement Project Environmental Impact Report."

Section 5. The Modified Project is hereby approved, subject to the condition of approval stated in Section 3, above.

PASSED, APPROVED, and ADOPTED at the Orange County Sanitation District Board of Directors meeting held on this 26th day of July 2023.

Chad P. Wanke
Board Chairman

ATTEST:

Kelly A. Lore, MMC
Clerk of the Board

APPROVED AS TO FORM:

Bradley R. Hogin
General Counsel

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Kelly A. Lore, Clerk of the Board of Directors of the Orange County Sanitation District, do hereby certify that the foregoing Resolution No. OC SAN 23-13 at a regular meeting of said Board on the 26th day of July 2023, by the following vote, to wit:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Orange County Sanitation District this 26th day of July 2023.

Kelly A. Lore, MMC
Clerk of the Board of Directors
Orange County Sanitation District

Bay Bridge Pump Station and Force Mains Replacement Project

(Project No. 5-67)

ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT

JULY 2023



Prepared for:
Orange County Sanitation District

Prepared by:
Michael Baker International

Bay Bridge Addendum

I. Summary

As Lead Agency, the Orange County Sanitation District (“OC San”) prepared an Environmental Impact Report (“EIR”) for the Bay Bridge Pump Station and Force Mains Replacement Project (the “previously analyzed project”). The OC San’s Board of Directors ultimately certified an EIR for the previously analyzed project on February 24, 2021. On March 1, 2021, OC San submitted a Notice of Determination (“NOD”) for the Final EIR to both the State Clearinghouse and the Orange County Clerk’s Office (“County Clerk’s Office”). The County Clerk’s Office posted the NOD on March 1, 2021, and the State Clearinghouse posted the NOD on March 2, 2021.

On April 1, 2021, Bayside Village Marina filed a Verified Petition for Writ of Mandate against OC San in Orange County Superior Court alleging that the EIR failed to comply with CEQA on numerous grounds. (Orange County Superior Court Case No. 30-2021-01194238.) On December 16, 2022, Judge William Claster of the Orange County Superior Court issued a ruling that upheld the EIR in all respects except one. The Court issued a limited writ directing OC San to correct deficiencies in the EIR’s description of the project’s proposed construction staging areas. (Minute Order, pp. 1, 16.) The Court’s December 16, 2022, ruling is attached hereto as Attachment 1 (the “Ruling”).

The EIR explained that construction staging will occur somewhere in the “Adjacent Pump Station Work Area” (“Adjacent Area”) shown in yellow on Exhibit 3-6 of the EIR. The EIR considered all potential impacts that could occur in the Adjacent Area including, among others, impacts on biological resources, aesthetics, cultural resources, archeological resources, transportation, noise, land use plan consistency, and emergency response. Lower Castaways Park is within the Adjacent Area. (Draft EIR, p. 3-12, 5.1-17, 5.3-2, 5.3-15, 5.3-21, 5.4-14, 5.5-1, 5.5-3, 5.9-8, 5.9-9, 5.9-12, 5.9-14, 5.9-15, 5.9-16, 5.9-17, 8-9.)

The City of Newport Beach submitted a comment letter to OC San stating that the “City will likely neither support a permanent nor temporary easement through Lower Castaways Park” because the City plans to develop the site with park facilities. In responses to comments, OC San stated that, should Lower Castaways not be available, construction staging would occur elsewhere within the Adjacent Area.

The Court found that, assuming Lower Castaways is not available, “it is unclear whether creating a staging area in the limited, designated space is even possible.” (Ruling, p. 7.) The Court concluded that no specific location with adequate square footage had been identified in the EIR, nor was there any analysis as to whether Mitigation Measures AES-1 and TRA-1 would apply to any area other than the Lower Castaways. (Ruling, p. 7.)

The Court also noted that Mitigation Measure TRA-1 implies that construction staging could occur outside the Adjacent Areas. Mitigation Measure TRA-1 states in relevant part, “[construction drawings shall] identify any and all construction staging or material storage sites located outside of the project area.” (Ruling, p. 7.) The Court further noted that counsel for the District stated in a prior hearing that the lowest responsible bidder will have complete discretion

to decide where staging will occur and how many staging sites will be necessary. (Ruling, p. 7.) The Court explained that because the EIR’s analysis failed to account for impacts that could occur elsewhere, and the low bidder could place the project elsewhere, it would make Mitigation Measure AES-1 “toothless.” (Ruling, p. 8.) The Court also questioned whether AES-1 imposes enforceable standards. (Ruling, p. 8.)

OC San has prepared this Addendum to the EIR in response to the Ruling. This Addendum provides additional information regarding the proposed use of the Lower Castaways as a construction staging area and adds a new construction staging area at OC San Plant No. 2 located in the City of Huntington Beach for soil storage/drying activities. The Addendum also modifies TRA-1 to eliminate any reference to additional construction staging or material storage areas and, per a new condition of project approval, states that the construction contractor will not have discretion to select staging areas. Finally, the Addendum modifies and addresses the enforceability of Mitigation Measure AES-1. Mitigation measures for public projects are considered enforceable when they are incorporated into the project design. (Public Resources Code § 21081.6(b); 14 Cal. Code Regs. § 15126.4(a)(2).) A resolution incorporating AES-1 into the project design will be considered contemporaneously with this Addendum. Collectively, these clarifications and additions are referred to as the “Modified Project.”

As set forth in detail below, the Modified Project would not result in new significant impacts or a substantial increase in the severity of previously identified significant impacts. As a result, an addendum is appropriate. (CEQA Guidelines §§ 15162, 15164.)

II. Applicable CEQA Principles

When an EIR has been certified or a negative declaration adopted for a project, no subsequent or supplemental environmental review documentation shall be required unless one or more of the following events occurs:

- 1) Substantial changes are proposed in the project, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- 2) Substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- 3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
 - A. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

- B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
- C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

When none of the above events has occurred, yet minor technical changes or additions to the previously adopted negative declaration are necessary, an addendum may be prepared (CEQA Guidelines § 15164(b).) Circulation of an addendum for public review is not necessary (CEQA Guidelines § 15164(c)); however, the addendum must be considered in conjunction with the adopted Final EIR by the agency’s decision-making body (CEQA Guidelines § 15164(d).)

III. Project Description: The Modified Project

A. Construction Staging

1. Lower Castaways Park

On May 22, 2023, the City of Newport Beach (“City”) signed a Letter of Intent For Entering Into a Licensing Agreement – Lower Castaways Park (“Letter of Intent”) attached hereto as Attachment 2. Per the Letter of Intent, OC San would lease 18,000 square feet of the lower portion of Castaways Park, located at 100 Dover Drive, Newport Beach, CA 92660, from the City for use as a construction staging area in connection with the project. The City and OC San intend to memorialize these details in a licensing agreement at a future date.

OC San will use a designated staging area at Lower Castaways Park, shown on Exhibit 1, for the following activities: staff parking; construction office trailers; storage, loading, and unloading of equipment and material; and refueling. The staged construction materials would include piping, conduits, shoring, formwork, rebar, and other materials necessary for construction. Equipment such as pumps, HVAC equipment, cranes, and electrical panels will be stored on raised mobile platforms, pallets, or other protective barriers to protect the equipment and prevent spills or the spread of materials. Staged construction equipment at this location may include trucks, lifts, excavators, loaders, cranes, and other equipment necessary for the construction. In addition, it is anticipated that the contractor will use a mobile diesel storage unit onsite to refuel the construction equipment. Soil and dredged materials will not be stored on the property.

2. OC San Plant No. 2

The Modified Project will utilize an approximately 30,000 square foot portion of OC San’s Plant No. 2 as an additional construction staging area (Plant No. 2.). Plant No.2 is located

at 22212 Brookhurst Street, in the southernmost part of the City of Huntington Beach, and adjacent to Huntington State Beach. Plant No. 2 is triangular in shape and bounded by Brookhurst Street on the west, the Santa Ana River Channel on the east, and a lagoon on the South where Talbert Channel discharges into the Pacific Ocean. Residential development is located west and north of the site across Brookhurst Street. The Talbert Regional Park and Banning Ranch are located east of the site across the Santa Ana River channel. Plant No. 2 is approximately 111 acres in size and is developed with facilities related to various aspects of the wastewater treatment and disposal process, offices, and internal access roads.

Under the Modified Project, excavated soil will be hauled from the project site to Plant No. 2 where it will be stockpiled and dried. Once dried, loaders would be utilized to stow stockpiles onto hauling trucks and either be hauled back to the project site or to a permitted landfill for disposal. Construction materials/equipment at Plant No. 2 would include, but not be limited to, hauling trucks, construction worker vehicles, loaders, and soil stockpiles. It should be noted that hauling trucks would not typically be stored overnight at Plant No. 2. **Exhibit 2** shows the Plant No. 2 construction staging area.



Michael Baker
INTERNATIONAL

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BAY BRIDGE PUMP STATION AND FORCE MAINS REPLACEMENT PROJECT
ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT

Proposed Lower Castaways Park Staging Area

Exhibit 1

The Modified Project’s soil hauling assumptions, based on the addition of a construction staging area at Plant No. 2, are set forth in Tables 1-1 through 1-3. Hauling is anticipated to commence in the Fall of 2025 and conclude in the Fall of 2028.

**Table 1-1
Soil Hauling Schedule From Project Site to OC San Plant No. 2**

	Soil Hauling to Plant Number 2					
	Soil Hauling			Schedule		
Activity	Quantity	Unit	Number of Trucks ¹	Start	Complete	Duration (Calendar Days)
Pump Station	8,281	cy	828	9/3/2025	12/9/2025	97
Existing Pump Station Demolition and Odor Control	89	cy	9	4/12/2028	5/28/2028	46
TOTAL	8,370	cy	837	-	-	-

Note:
1. Assume each truck carries 10 cubic yards.
2. CalEEMod included assumption of construction commencement in the Fall of 2024. This is a conservative assumption, as the model assumes that as time progresses, technology improves, reducing emissions.

**Table 1-2
Soil Hauling Schedule From OC San Plant No. 2 Back to the Project Site for Backfill**

	Soil Hauled from Plant Number 2 Back to the Project Site for Backfill					
	Soil Hauling			Schedule		
Activity	Quantity	Unit	Number of Trucks ¹	Start	Complete	Duration (Calendar Days)
Pump Station	200	cy	20	9/19/2025	9/26/2025	7
Existing Pump Station Demolition and Odor Control	219	cy	22	11/1/2027	12/3/2027	32
TOTAL	419	cy	42	-	-	-

Note:
1. Assume each truck carries 10 cubic yards.
2. CalEEMod included assumption of construction commencement in the Fall of 2024. This is a conservative assumption, as the model assumes that as time progresses, technology improves, reducing emissions.



Source: Google Earth Pro, March 2023

**Table 1-3
Soil Hauling Schedule From OC San Plant No. 2 to Olinda Alpha Landfill**

	Soil Hauling from Plant Number 2 Off-Site for Disposal					
	Soil Hauling			Schedule		
Activity	Quantity	Unit	Number of Trucks ¹	Start	Complete	Duration (Calendar Days)
Pump Station	7,863	cy	786	6/2/2025	9/19/2025	109
Existing Pump Station Demolition and Odor Control	9	cy	9	12/20/2027	1/28/2028	39
TOTAL	7,872	cy	795	-	-	-
Note: 1. Assume each truck carries 10 cubic yards. 2. CalEEMod included assumption of construction commencement in the Fall of 2024. This is a conservative assumption, as the model assumes that as time progresses, technology improves, reducing emissions.						

3. Mitigation Measure TRA-1

In response to the Ruling, Mitigation Measure TRA-1 is modified below to: (1) eliminate the previous reference to, “Identify any and all construction staging or material storage sites located outside of the project site;” and (2) to add references to the “City of Huntington Beach” due to the addition of a construction staging area at Plant No. 2 which is located in the City of Huntington Beach. Mitigation Measure TRA-1 appeared in full on pages 1-20 to 23 and 5.11-7 to 9 of the EIR. TRA-1 is hereby edited as reflected below in each of the places it appeared in the EIR. Strikethrough indicates deleted text and double underline indicates an addition:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), City of Huntington Beach Public Works Department, and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.

- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Huntington Beach Public Works Department, City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- ~~Identify any and all construction staging or material storage sites located outside of the project site.~~
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach, City of Huntington Beach, and Caltrans streets or areas.
- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.

- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

4. Condition of Approval: the Construction Contractor Does Not Have Discretion to Select Staging Areas

In response to the Ruling, OC San has prepared a condition of approval for the Modified Project (“Condition”). The Condition will be considered for approval contemporaneously with this Addendum. The Condition states, “The constructor contractor will not have discretion to select any construction staging or material storage sites. The construction staging or material storage sites for this project are identified in the Addendum to the certified Bay Bridge Pump Station and Force Mains Replacement Project Environmental Impact Report.”

B. Mitigation Measure AES-1

The EIR for the previously analyzed project included the following mitigation measure to address potentially significant short-term visual impacts. (EIR, p. 1-2.) Specifically, the EIR concluded that project construction activities could temporarily degrade the visual character/quality of the site and its surroundings. (EIR, p. 1-2.) The EIR concluded that these impacts would ultimately be less than significant with incorporation of Mitigation Measure AES-1. AES-1 is modified for clarity below. Mitigation Measure AES-1 appeared in full on pages 1-2 to 3 and 5.1-16 of the EIR. AES-1 is hereby edited as reflected below in each of the places it appeared in the EIR. Strikethrough indicates deleted text and double underline indicates an addition:

AES-1 Prior to issuance of any grading and/or demolition permits, whichever occurs first, engineering drawings and specifications shall be prepared by the Project Engineer, or their designee, and submitted for review and approval by the Orange County Sanitation District Director of Engineering. These documents shall, at a minimum, indicate the equipment and vehicle staging areas, stockpiling of materials, screening/fencing (, and haul route(s). Staging areas shall be sited away from public views, to the extent feasible and reasonable. ~~and/or screened utilizing temporary fencing with opaque materials.~~ Construction haul routes shall minimize impacts to sensitive uses in the project area by avoiding local residential streets. Staging areas shall be screened utilizing temporary fencing with opaque materials to buffer views of construction equipment and materials for the duration of construction.

In response to the Ruling, AES-1 will be incorporated into the project's design pursuant to Public Resources Code Section 21081.6(b) and California Code of Regulations, Title 14, Section 15126.4(a)(2). (See Corresponding Resolution of the Orange County Sanitation District Receiving and Filing the Addendum to the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project No. 5-67 and Approving the Modified Project.)

IV. Environmental Assessment

A. Aesthetics/Light and Glare

The potential aesthetic/visual impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 5.1-16, 5.1-17, 5.1-18.).

Plant No. 2 is a fully developed utility facility which contains numerous structures that vary in height, mass, and function. The tallest structure at Plant No. 2 is Surge Tower 2, which stands at 86 feet above-grade, located on the southeast portion of Plant No. 2, adjacent to the Santa Ana River trail. Residential communities with views of Plant No. 2 are located in the cities of Huntington Beach to the northwest and Newport Beach to the southeast. Long distance views of Plant No. 2 can also be seen from the east in the City of Costa Mesa.

Under existing conditions, Plant No. 2 is generally screened by fencing and landscaping, including trees, partially blocking views into Plant No. 2 from the surrounding areas. As a result of these visual barriers and the relatively flat topography of the landscape surrounding Plant No. 2, the majority of the facilities within Plant No. 2. are not publicly visible, beyond those facilities that are located along the Plant's frontages or that are multiple stories tall.

A 17-mile portion of SR-1 from Jamboree Road in Newport Beach to the northern city limit of Seal Beach is an eligible state scenic highway but has not been officially designated. (Caltrans 2019). This portion of SR-1 provides prominent views of the Pacific Ocean in the south, and occasional views of marshland and wetlands in the north, when not interrupted by the urban development within the cities of Huntington Beach and Seal Beach. Plant No. 2 is located approximately 500 feet north of SR-1.

The Modified Project would utilize an approximately 30,000 square foot portion of Plant No. 2 as a construction staging area for soil stockpiling and drying. Construction materials/equipment at Plant No. 2 would include, but not be limited to, hauling trucks, construction worker vehicles, loaders, and soil stockpiles. It should be noted that hauling trucks would not typically be stored overnight at Plant No. 2. Although the proposed soil stockpiles may be visible from outside of Plant No. 2, the staging and drying of these soils would be temporary and would cease upon completion of construction. Further, pursuant to AES-1, construction materials/equipment would be screened utilizing temporary fencing with opaque materials at the designated staging areas to limit public views of staging activities. No nighttime lighting would be required for the soil stockpiling/storage at Plant No. 2.

The Modified Project would also require the operation of hauling vehicles that would be visible during hauling between the project site and Plant No. 2. These hauling vehicles, however, would only operate temporarily during construction. At the completion of construction, these vehicles would cease operations.

The Modified Project would not change any operational aspects of the previously analyzed project, none of which would be located at Plant No. 2.

Based on AES-1 and the short-term duration of hauling and storage activities at OC San's fully developed Plant No. 2, the Modified Project would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to aesthetics.

B. Air Quality

The potential air quality impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 5.2-13, 5.2-14, 5.2-15, 5.2-16, 5.2-17, 5.2-19, 5.2-20, 5.2-24, 5.2-25.)

Plant No. 2 is located within the South Coast Air Basin and thus is within the jurisdiction of the South Coast Air Quality Management District ("Air District"). The Modified Project would be subject to the Air District's rules and regulations including, without limitation, Rule 401 (visible emissions); Rule 402 (nuisance); Rule 403 (fugitive dust); and Rule 431.2 (sulfur content of liquid fuels).

The Modified Project's soil hauling schedule is anticipated to commence in Fall of 2025 and conclude in Winter of 2028. Soil hauling would include 8,370 cubic yards of export from the project site to Plant No. 2. Approximately 419 cubic yards of the

exported soil would be hauled back to the project site to be used for backfilling purposes. The remaining 7,872 cubic yards of exported soil would be hauled from Plant No. 2 to a permitted landfill facility for disposal. This would result in a total of 1,674 soil hauling truck trips. These trips, however, would be temporary and would cease upon completion of construction. The Modified Project’s potential air quality impacts were modeled and compared to the applicable Air District thresholds as set forth in Table 1-4.

**Table 1-4
Modified Project-Generated Construction Emissions**

Emissions Source	Pollutant (pounds/day) ^{1,2}					
	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Year 1	4.50	40.7	40.0	0.08	2.36	1.75
Year 2	18.0	31.6	33.6	0.07	2.21	1.31
Year 3	2.70	23.2	25.4	0.05	1.83	0.99
Year 4	2.61	22.4	25.0	0.05	1.77	0.93
Year 5	0.33	2.90	3.85	0.01	0.31	0.09
Maximum Daily Emissions	18.0	40.7	40.0	0.08	2.36	1.75
<i>SCAQMD Thresholds</i>	<i>75</i>	<i>100</i>	<i>550</i>	<i>150</i>	<i>150</i>	<i>55</i>
Threshold Exceeded?	No	No	No	No	No	No
Notes: 1. Emissions were calculated using CalEEMod version 2022.1. Emissions shown represent worst-case during summer and winter. 2. The reduction/credits for construction emissions are based on “mitigation” included in CalEEMod and are required by the SCAQMD Rules. The adjustments applied in CalEEMod includes the following: properly maintain mobile and other construction equipment; replace ground cover in disturbed areas quickly; water exposed surfaces three times daily; cover stockpiles with tarps; and limit speeds on unpaved roads to 15 miles per hour. The emissions results in this table represent the “mitigated” emissions shown in Attachment 3 . 3. CalEEMod included assumption of construction commencement in the Fall of 2024. This is a conservative assumption, as the model assumes that as time progresses, technology improves reducing emissions.						
Source: Refer to Attachment 3 for assumptions used in this analysis.						

As indicated in Table 1-4, criteria pollutant emissions for ROG, NO_x, CO, SO₂, PM₁₀, and PM_{2.5} during construction of the Modified Project would not exceed the Air District’s significance thresholds. Although odors could potentially be generated by vehicle exhaust emissions during construction staging activities, such odors would disperse rapidly and would not occur at magnitudes that would affect substantial numbers of people.

The Modified Project would not change any operational aspects of the previously analyzed project.

The Modified Project, therefore, would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to air quality.

C. Biological Resources

The potential biological resources impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 5.3-13, 5.3-14, 5.3-15, 5.3-16, 5.3-17, 5.3-19, 5.3-20, 5.3-21, 5.3-23, 5.3-24, 5.3-25.)

Plant No. 2 is fully developed with buildings, utility infrastructure, and access roads. The vast majority of the soils on site have been significantly altered due to compaction and construction of the facility. There is no native or natural vegetation within Plant No. 2; the only vegetation that exists on site consists of ornamental grass, shrubs, and trees. Thus, Plant No. 2 does not present suitable habitat for sensitive/special-status biological resources and the proposed soil drying and stockpiling at Plant No. 2 would not adversely impact any sensitive/special-status biological resources. Due to the presence of ornamental trees at Plant No. 2, there is a potential for nesting birds to be present during the soil drying / stockpiling activities. As a result, Mitigation Measure BIO-2 would apply to the Modified Project, with the following modifications:

BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site and Orange County Sanitation District (OC San) Plant No. 2 shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site or OC San Plant No. 2 during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300- foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to ~~OCSD~~OC San and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

There are no riparian habitats or wetlands on Plant No. 2. While the Santa Ana River Trail adjacent to Plant No. 2 is a significant movement corridor for multiple species, all of the Modified Project's soil drying and stockpiling activities would be located exclusively within Plant No. 2. The ornamental trees within Plant No. 2 are not located on public rights of way and, therefore, would not be subject to any tree preservation ordinances. Although Plant No. 2 is located with the Orange County Transportation Authority Natural Communities Conservation Plan (NCCP), the site is designated as "Developed" in the NCCP, and is not within an area designated as Permit Area, Natural Habitats, or Agriculture. (NCCP figure 1-2.) The NCCP does not impose any requirements on areas designated as "Developed." Further, Plant No. 2 is not located within the plan areas of any habitat conservation plans other than the NCCP.

The Modified Project would not change any operational aspects of the previously analyzed project.

Based on BIO-2 and the short-term duration of hauling and storage activities at Plant No. 2, the Modified Project would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to biological resources.

D. Cultural Resources

The potential cultural resources impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 5.4-15, 5.4-16.)

No cultural resources, including historic or archeological resources, have been recorded at Plant No. 2. Plant No. 2 is fully developed with buildings, utility infrastructure, and access roads. The vast majority of the soils on site have been significantly altered due to compaction and construction of the facility.

The Modified Project's soil drying / stockpiling activities at Plant No. 2 would be temporary during construction, would cease when construction is completed, and would not require any ground disturbing activities that could impact previously undiscovered cultural resources or human remains.

The Modified Project would not change any operational aspects of the previously analyzed project.

The Modified Project, therefore, would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to cultural resources.

E. Geology and Soils

The potential geology and soils impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 5.4-15, 5.4-16.)

Plant No. 2 is fully developed with buildings, utility infrastructure, and access roads. The vast majority of the soils on site have been significantly altered due to compaction and construction of the facility. No paleontological resources have been documented within Plant No. 2. Further, Plant No. 2 is not within a designated Alquist-Priolo Earthquake Fault Zone or within potential earthquake-induced landslide zones as designated by the California Geological Survey.

The proposed soil drying / stockpiling activities at Plant No. 2 under the Modified Project would be temporary during construction, would cease when construction is completed, and would not require any ground disturbing activities that could impact previously undiscovered paleontological resources. The proposed soil drying / stockpiling would not directly or indirectly exacerbate the existing potential for fault rupture, ground shaking, liquefaction, landslides, lateral spreading, subsidence, liquefaction or collapse.

The Modified Project would be required to comply with Air District Rule 403. This Rule requires that excessive fugitive dust emissions be controlled with regular watering or other dust prevention measures. Further, compliance with OC San established protocols and existing regulations, including the implementation of stormwater best management practices (BMPs) per the California Stormwater Quality Association (CASQA) Construction Stormwater standards (e.g., sediment traps, straw bale barriers, wind erosion/dust control, and filter berms, among others) would minimize the potential of erosion at Plant No. 2 during construction.

The Modified Project would not change any operational aspects of the previously analyzed project.

The Modified Project, therefore, would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to geology and soils.

F. Greenhouse Gas Emissions

The potential greenhouse gas emissions impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 5.6-11, 5.6-12, 5.6-13.)

The Modified Project calls for hauling of soils both to and from Plant No. 2 during project construction. These proposed hauling activities are summarized in Tables 1-1, 1-2, and 1-3. Additionally, the Modified Project calls for soil drying / stockpiling at

Plant No. 2 during project construction. The Modified Project's soil haul trips and drying / stockpiling activities at Plant No. 2 would be temporary during construction and would cease when construction is completed.

The Modified Project's GHG emissions would be created by off-road construction equipment and on-road vehicles (haul trucks and worker vehicles). The Modified Project would generate a total of 1,743 MTCO₂eq during construction, which is equivalent to approximately 58.11 MTCO₂eq/yr when amortized over 30 years; refer to Attachment 3, Air Quality/Greenhouse Gas/Energy Data. As such, the Modified Project would not result in GHG emissions in exceedance of the Air District's 3,000 MTCO₂eq/yr significance threshold. Consequently, the Modified Project would not result in any potentially adverse construction related GHG impacts.

The Modified Project would not interfere with implementation of any GHG reduction goals for 2030 or 2050 set forth in Assembly Bill (AB) 32, Senate Bill (SB) 32, Executive Order (EO) B-30-15, and EO S-3-05 because the Modified Project would not exceed the Air District's 3,000 MTCO₂eq/yr significance threshold. Therefore, the Modified Project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.

The Modified Project would not change any operational aspects of the previously analyzed project.

The Modified Project, therefore, would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to greenhouse gas emissions.

G. Hazards and Hazardous Materials

The potential hazards and hazardous materials impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 5.5-15, 5.7-13, 5.7-14, 5.7-15, 4.7-16, 5.7-17, 5.7-20.).

Plant No. 2 is located within the City of Huntington Beach. The Huntington Beach Fire Department includes the Emergency Management and Homeland Security Division, which is responsible for coordinating the City's emergency preparedness and response activities. Additionally, Plant No. 2 is located within a Tsunami Hazard Zone. Evacuation routes for the Tsunami Hazard Zone near Plant No. 2 include northbound Bushard Street and northbound Brookhurst Street. It should be noted that no existing or proposed K-12 schools are located within 0.25-mile of Plant No. 2. Also, Plant No. 2 is not located within a wildland fire hazard area or within an airport land use plan or within two miles of an airport.

Five underground storage tanks (USTs) are currently in use at Plant No. 2. Further, multiple structures at Plant No. 2 contain asbestos-containing materials (ACM)

and lead-based paint (LBP). In addition to ACM and LBPs, universal waste may be present on-site including, but not limited to, polychlorinated biphenyls (PCBs), mercury thermometers, and fluorescent light bulbs. Storage of hazardous materials on-site for Plant No. 2 operations also include, but are not limited to, compressed gasses, diesel fuel, and water treatment chemicals (hydrogen peroxide, sulfuric acid, salts, and flocculants).

Plant No. 2 is not listed on the California Environmental Protection Agency's Cortese List pursuant to California Government Code Section 65962.5. However, multiple closed leaking underground storage tanks (LUST) cases and UST removals have been documented with the Orange County Health Care Agency, Environmental Health Department.

Multiple plugged oil and gas wells are located within the Plant No. 2 boundary. Additionally, multiple active oil and gas wells are located within 0.25-mile of Plant No. 2.

The Modified Project's proposed soil drying / stockpiling activities at Plant No. 2 would be temporary during construction, would cease when construction is completed, and would not involve any demolition of on-site structures or ground disturbing activities. Further, the Modified Project's use of potentially hazardous materials associated with truck hauling operations, including oils, lubricants, and vehicle fuels, would comply with applicable Federal, State and local regulatory requirements. It is acknowledged, however, that Plant No. 2 is situated in the proximity of identified evacuation routes for the Tsunami Hazard Zone, and there is a potential for impacts related to interference with an adopted emergency response or evacuation plan due to hauling activities. As a result, Draft EIR Mitigation Measure TRA-1 would apply to the Modified Project, with the following modifications:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), City of Huntington Beach Public Works Department, and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.

- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Huntington Beach Public Works Department, City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- ~~Identify any and all construction staging or material storage sites located outside of the project site.~~
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach, City of Huntington Beach, and Caltrans streets or areas.
- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully

responsible for repairs. The repairs shall restore the damaged property to its original condition.

- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

With compliance with TRA-1, temporary construction-related impacts would be less than significant. The Modified Project would not change any operational aspects of the previously analyzed project.

Based on TRA-1 and the short-term duration of hauling and storage activities at Plant No. 2, the Modified Project would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to hazards and hazardous materials.

H. Hydrology & Water Quality

The potential hydrology and water quality impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 5.8-16, 5.8-17, 5.8-18, 5.8-19.).

Plant No. 2 is located within the Santa Ana Region Basin Plan (“Basin Plan”) and, thus, is within the jurisdiction of the Santa Ana Regional Water Quality Control Board (“RWQCB”). The Modified Project would be subject to the Basin Plan’s water quality objectives, plans, and policies for surface water quality. Additionally, Plant No. 2 is located within the Orange County Groundwater Basin and, therefore, is within the jurisdiction of the Orange County Water District (“OCWD”). As such, the Modified Project would also be subject to the OCWD Management Plan’s goals to protect and enhance the groundwater quality of the Orange County Groundwater Basin, protect and increase the sustainable yield of the basin in a cost-effective manner, and increase the efficiency of OCWD’s operation.

Plant No. 2 is fully developed with buildings, utility infrastructure, and access roads. The vast majority of the soils on site have been significantly altered due to compaction and construction of the facility. Plant No. 2 is located in a 500-year flood zone or an area protected from the 100-year flood by an adjoining levee or dike, thus, the Modified Project would be located outside a Special Flood Hazard Area and would not impede or redirect flood flows.

The Modified Project's soil drying / stockpiling activities would be temporary during construction, cease when construction is completed, and would not require any ground disturbing activities that could interfere with groundwater recharge or substantially alter the existing drainage pattern of the site or area. Nevertheless, compliance with OC San's established protocols and existing regulations, including the implementation of stormwater best management practices (BMPs) per the California Stormwater Quality Association (CASQA) Construction Stormwater standards (e.g., sediment traps, straw bale barriers, wind erosion/dust control, and filter berms, among others) would ensure the Modified Project would not violate any water quality standards or waste discharge requirements, or otherwise substantially degrade surface quality from construction activities. No new significant impacts pertaining to potential soil erosion/runoff would result in this regard.

The Modified Project would not result in any new significant impacts pertaining to increased water demand during construction, compared to that considered in the Draft EIR. The Modified Project would not change any operational aspects of the previously analyzed project.

The Modified Project, therefore, would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to hydrology and water quality.

I. Land Use and Planning

The potential land use and planning impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 5.9-8., 5.9-9, 5.9-12, 5.9-14, 5.9-15, 5.9-16, 5.9-17).

Plant No. 2 is designated as Public (P) land use and zoned Industrial Limited (IL) and Residential Agriculture with an Oil Overlay (RA-O). (City of Huntington Beach 2015). The Public land use designation provides for government administrative and related facilities, such as public utilities, public parking lots, and similar uses. The IL zoning designation allows for sites of moderate- to low-intensity industrial uses, commercial services, and light manufacturing. The RA-O zoning designation is intended to serve as a transition or holding zone for property with current agricultural activities and as a zone where restricted residential development is permitted. The RA-O also provides areas to accommodate oil operations without drilling.

The Modified Project's proposed soil drying / stockpiling activities at Plant No. 2 would be temporary during construction, would cease when construction is completed, would not require or result in changes to land uses or zoning designations at Plant No. 2, and would not physically divide an established community. Additionally, the proposed soil drying / stockpiling activities are a permitted activity/use within the RA-O zone and, as such, would not conflict with the goals, objectives, and policies outlined in the City of Huntington Beach's Local Coastal Program and General Plan Coastal Element Land Use Plan.

The Modified Project would not change any operational aspects of the previously analyzed project.

Overall, the Modified Project would be consistent with applicable land use plans, policies, and regulations, including the Local Coastal Program, General Plan and Municipal Code. The Modified Project, therefore, would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to land use and planning.

J. Noise

The potential noise impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 5.10-12, 5.10-13, 5.10-14, 5.10-15, 5.10-16, 5.10-17, 5.10-18). Also, Plant No. 2 is not located within an airport land use plan or within two miles of an airport.

The Modified Project calls for hauling of soils both to and from Plant No. 2 during project construction. These proposed hauling activities are summarized in Tables 1-1, 1-2, and 1-3. Additionally, the Modified Project calls for soil drying / stockpiling at Plant No. 2 during project construction. Construction hauling activities at Plant No. 2 would occur between 7:00 AM and 5:00 PM and no activities would occur in the nighttime hours. As such, these activities would not result in substantial noise increases in the vicinity, compared to the existing condition. The hauling / soil drying / and stockpiling activities at Plant No. 2 will not call for any equipment that could result in vibration impacts (such as pile driving equipment).

The Modified Project, however, could result in short-term construction noise impacts associated with off-road construction equipment and on-road vehicles (haul trucks and worker vehicles). The Modified Project would generate up to 40 hauling trips per day; refer to Attachment 3, Air Quality/Greenhouse Gas/Energy Data. Hauling trips involving the placement at, and removal of, soil from Plant No. 2 would avoid sensitive residential communities and would be along freeways and major roadways, except when directly accessing Plant No. 2. Hauling trips would occur during daytime hours (and would cease after 5:00 PM), would not significantly increase existing traffic noise levels along the hauling routes, and would not result in a substantive temporary or long-term increase in noise. Further, implementation of Mitigation Measure NOI-1 would require

all construction equipment, including haul trucks, to be equipped with properly operating and maintained mufflers to reduce noise.

Overall, noise impacts associated with the additional haul truck trips would be temporary and cease upon completion of construction. Mitigation Measures NOI-1 would apply to the Modified Project, with the following modifications:

NOI-1 Prior to the initiation of construction, the Orange County Sanitation District shall confirm that the Grading Plan, Building Plans, and specifications require that:

- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other State required noise attenuation devices.
- The Orange County Sanitation District shall provide a “Community Liaison~~Noise Disturbance Coordinator~~.” The Community Liaison~~Noise Disturbance Coordinator~~ shall be responsible for responding to any local complaints about construction noise. When a complaint is received, the Community Liaison~~Noise Disturbance Coordinator~~ shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall implement measures to resolve the complaint and comply with the City of Huntington Beach and City of Newport Beach Noise Ordinances. The construction hotline telephone number shall be clearly posted on-site.
- Construction haul routes shall be designed to avoid noise sensitive uses (e.g., residences, schools, hospitals, etc.) to the greatest extent possible.
- During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers.
- Construction activities that produce noise shall not take place outside of the allowable hours specified by the City of Huntington Beach and City of Newport Beach Municipal Codes, with the exception of the 24 hour per day operation of microtunneling (pursuant to Mitigation Measure NOI-2). Alternative work hours may be designated by the City to reduce other impacts, such as traffic.

The Modified Project would not change any operational aspects of the previously analyzed project.

The Modified Project, therefore, would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to noise.

K. Population and Housing

The potential population and housing impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 8-1).

Plant No. 2 is fully developed with buildings, utility infrastructure, and access roads. OC San staff provide operational and maintenance activities at Plant No. 2. Additionally, there are no existing residents or housing at Plant No. 2.

The Modified Project would require construction workers to haul soil, and to both place and remove soil from Plant No. 2. It is anticipated that these construction workers would be located within the greater Orange County / Los Angeles area. As a result, the Modified Project would not cause a substantial change in the labor force resulting in unplanned population growth in the area. Soil drying and stockpiling within Plant No. 2 would not require the relocation or displacement of any people or housing.

The Modified Project would not change any operational aspects of the previously analyzed project.

The Modified Project, therefore, would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to population and housing.

L. Public Services

The public facilities impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 8-1).

Plant No. 2 is located within the City of Huntington Beach. The Huntington Beach Fire Department and Huntington Beach Police Department provide fire and police services to the City of Huntington Beach, respectively.

The Modified Project would require construction workers to haul soil, and to both place and remove soil from Plant No. 2. It is anticipated that these construction workers would be located within the greater Orange County / Los Angeles area. As a result, the Modified Project would not cause a substantial change in the labor force resulting in unplanned population growth in the area. Soil drying and stockpiling within Plant No. 2 would not result in the need for new or physically altered fire, police, school, parks and recreational, or other public service facilities.

The Modified Project would not change any operational aspects of the previously analyzed project.

The Modified Project, therefore, would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to public services.

M. Recreation

The potential recreation impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 8-1).

Plant No. 2 is fully developed with buildings, utility infrastructure, and access roads. There are no recreational, educational, or visitor-oriented opportunities at Plant No. 2.

It is anticipated that these construction workers would be located within the greater Orange County / Los Angeles area. As a result, the Modified Project would not cause a substantial change in the labor force that could result in new residents using existing recreational facilities or requiring additional recreational facilities.

The Modified Project would not change any operational aspects of the previously analyzed project.

The Modified Project, therefore, would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to recreation.

N. Transportation

The potential transportation impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 5.11-6, 5.11-7, 5.11-8, 5.11-9, 5.11-10, 5.11-11).

Plant No. 2 is located within the City of Huntington Beach. Transit services near Plant No. 2 are provided by the Orange County Transit Authority with the closest bus stop approximately 0.5-mile north of Plant No. 2 at the intersection of Hamilton Avenue and Brookhurst Street. Plant No. 2 is located near existing roadway facilities including Brookhurst Street, Bushard Street, and Banning Street. Existing bicycle facilities include Class 1 multi-use bike paths along the Santa Ana River Trail and Class 2 bike lanes along Bushard Street and Banning Street. It should be noted that an additional Class 2 bike lane is proposed along Brookhurst Street. Existing pedestrian facilities are provided along the Santa Ana River Trail, Huntington Beach Bike Trail, Brookhurst Street, Bushard Street, and Banning Street.

The Modified Project calls for hauling of soils both to and from Plant No. 2 during project construction. These proposed hauling activities are summarized in Tables

1-1, 1-2, and 1-3. Additionally, the Modified Project calls for soil drying / stockpiling at Plant No. 2 during project construction. The proposed soil haul trips and drying / stockpiling activities at Plant No. 2 under the Modified Project would be temporary during construction and would cease when construction is completed. The Modified Project would include a total of 1,674 truck trips from soil hauling activities, which would generate an increase in short-term vehicle trips on the circulation system during construction. Such hauling activities are not anticipated to require lane closures or to interfere with existing pedestrian/transit/bike access. Mitigation Measure TRA-1 would apply to the Modified Project, with the following modifications:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), City of Huntington Beach Public Works Department, and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Huntington Beach Public Works Department, City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.

- ~~Identify any and all construction staging or material storage sites located outside of the project site.~~
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach, City of Huntington Beach, and Caltrans streets or areas.
- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.

- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

As required by Mitigation Measure TRA-1, the project's construction management plan (CMP) would identify construction vehicle hauling routes, necessary traffic controls and detours, and a construction phasing plan to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes. The CMP would also specify the hours during which hauling activities could occur and would require traffic control barricades, cones, flaggers, and/or warning signs to reduce construction-related impacts to adjacent streets. Hauling of oversized loads would be limited between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday, and no hauling would be allowed during nighttime hours, weekends, or Federal holidays. Further, use of local streets within residential communities for truck hauling activities would be prohibited, except when required to provide direct access to the project site or Plant No. 2.

The Modified Project would not change any operational aspects of the previously analyzed project.

Based on TRA-1 and the short-term duration of hauling and storage activities at Plant No. 2, the Modified Project would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to transportation.

O. Tribal Cultural Resources

The potential tribal cultural resources impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 5.12-12, 5.12-13).

No tribal cultural resources have been identified within Plant No. 2 which is fully developed with buildings, utility infrastructure, and access roads. The vast majority of the soils on site have been significantly altered due to compaction and construction of the facility.

The Modified Project's proposed soil drying / stockpiling activities at Plant No. 2 would be temporary during construction, would cease when construction is completed, and would not require any ground disturbing activities that could lead to the discovery of previously unknown or undiscovered tribal cultural resources.

The Modified Project would not change any operational aspects of the previously analyzed project.

The Modified Project, therefore, would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to tribal cultural resources.

P. Utilities

The potential utilities impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR. (Draft EIR, p. 3-12, 3-13, 6.1, 6.2, 6-14).

Plant No. 2 is serviced by existing infrastructure operated by various public and private entities. Existing infrastructure includes OC San pipelines that run parallel to or intersect with existing water transmission and delivery pipelines, stormwater drainage pipelines and channels, overhead electrical wires and underground electrical conduit, underground natural gas pipelines, and overhead and underground telecommunications lines.

The Modified Project calls for hauling of soils both to and from Plant No. 2 during project construction. These proposed hauling activities are summarized in Tables 1-1, 1-2, and 1-3. Additionally, the Modified Project calls for soil drying / stockpiling at Plant No. 2 during project construction. The Modified Project's proposed soil haul trips and drying / stockpiling activities at Plant No. 2 would be temporary during construction and would cease when construction is completed. Such activities would not require any increases in the use of water, electrical, natural gas, or telecommunications facilities, compared to that analyzed in the EIR. As such, no new physical changes to the environment would result in this regard. Further, these activities would not result in an increase in the generation of wastewater or solid waste. Last, these activities would not result in any changes in impervious surfaces or the need for additional stormwater facilities. It is anticipated that these construction workers would be located within the greater Orange County / Los Angeles area. Therefore, the Modified Project would not result in population growth that could increase demand on utilities and service systems, including demand for water, wastewater treatment, stormwater drainage, electricity, natural gas, telecommunications, or solid waste services.

The Modified Project would not change any operational aspects of the previously analyzed project.

The Modified Project, therefore, would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to utilities.

Q. Wildfire

Wildland fire hazards were analyzed in the EIR (Draft EIR p. 8-11 and 8-12).

Plant No. 2 and surrounding areas are not located within very high, high, or moderate fire hazard severity zones.

Therefore, the Modified Project would not result in new significant impacts or a substantial increase in the severity of previously identified significant impacts pertaining to wildfires.

R. Other CEQA Considerations / Energy

The potential energy impacts associated with the temporary use of Lower Castaways Park for construction staging purposes were analyzed in the EIR (Draft EIR p. 6-1, 6-2, and 6-7 through 6-18).

Plant No. 2 is located within the City of Huntington Beach. Southern California Edison and Southern California Gas Company provide electricity and natural gas services to the City of Huntington Beach, respectively.

Construction-related energy usage at Plant No. 2 would not result in wasteful, inefficient, or unnecessary use of energy, electricity, natural gas, or petroleum. The Modified Project calls for hauling of soils both to and from Plant No. 2 during project construction. These proposed hauling activities are summarized in Tables 1-1, 1-2, and 1-3. Additionally, the Modified Project calls for soil drying / stockpiling at Plant No. 2 during project construction. The proposed soil haul trips and drying / stockpiling activities at Plant No. 2 under the Modified Project would be temporary during construction and would cease when construction is completed. The Modified Project would include a total of 1,674 truck trips from soil hauling activities, which would generate an increase in short-term vehicle trips on the circulation system during construction. However, the total fuel consumption of the Modified Project is estimated to increase the County's annual energy consumption by less than 0.01 percent, which would have a nominal effect on the local and regional energy supplies. Further, the Modified Project would adhere to all Federal, State, and local requirements for fuel efficiency (e.g., low carbon fuel standards, as applicable).

The Modified Project would not change any operational aspects of the previously analyzed project.

The Modified Project, therefore, would not result in new significant impacts or a substantial increase in previously identified significant impacts pertaining to energy.

Attachment 1

ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2021-01194238 RULING

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: BAYSIDE VILLAGE MARINA, LLC vs. ORANGE COUNTY SANITATION DISTRICT

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

CASE NUMBER:
30-2021-01194238-CU-WM-CXC

I certify that I am not a party to this cause. I certify that the following document(s), dated , have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on December 16, 2022, at 2:21:32 PM PST. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:


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Clerk of the Court, by: , Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 12/16/2022

TIME: 02:16:00 PM

DEPT: CX104

JUDICIAL OFFICER PRESIDING: William Claster

CLERK: G. Hernandez

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: . None

CASE NO: **30-2021-01194238-CU-WM-CXC** CASE INIT.DATE: 04/01/2021

CASE TITLE: **BAYSIDE VILLAGE MARINA, LLC vs. ORANGE COUNTY SANITATION
DISTRICT**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Writ of Mandate

EVENT ID/DOCUMENT ID: 73909236

EVENT TYPE: Under Submission Ruling

APPEARANCES

RE PETITIONER'S WRIT OF MANDATE

There are no appearances by any party.

The Court, having taken the above-entitled matter under submission on 12/14/2022 and having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now issues its ruling. The Court's ruling is attached hereto and incorporated herein by reference.

Court orders clerk to give notice.

BAYSIDE VILLAGE MARINA LLC v. ORANGE COUNTY SANITATION DISTRICT 21-1194238

Petitioner Bayside Village Marina LLC (Bayside) seeks a writ of mandate compelling Respondent Orange County Sanitation District (“OCSD” or the “District”) to vacate and set aside its approval of (1) the OCSD’s Bay Bridge Pump Station and Force Mains (“BBPS”) replacement project (“Project”) located on East Coast Highway in Newport Beach, and (2) the certification of the Recirculated Environmental Impact Report (“REIR”) for the Project. For the reasons set forth below, the Court GRANTS a limited writ as set forth below.

I. BACKGROUND

Bayside is the owner of 31.4 acres of property located at East Coast Highway in the City of Newport Beach, California between Newport Channel and Bayside Drive. (ROA 25, First Amended Verified Petition (Petition), ¶ 9; AR230.)

Approximately 24 acres of Bayside’s property are developed with mobile homes, and the remaining seven acres contain an outdoor storage space of RVs and small boats, parking and restrooms facilities for the Bayside Marina, a kayak rental and launch facility, parking and access to Pearson’s Port seafood market, and marine service equipment storage under the Coast Highway Bridge (“BVM Property”). (AR230, 011290.)

The seven acres are being developed as the “Back Bay Landing” Project, which is a mixed-use development that will be implemented pursuant to the Newport Beach- and Coastal Commission-approved Back Bay Planned Community Development Plan (“PCDP”). It will have a boat storage facility, retail stores and recreational marine-related facilities and residential units. (AR226, 230, 3274, 7539-97; Petition, ¶ 9.) Bayside is also the developer of this Back Bay project. (Petition, ¶ 9.)

OCSD owns and operates the BBPS, which is located at 300 East Coast Highway in Newport Beach, just east of the Newport Bay Channel. (ROA 103, Opp., p. 8; AR186.) BBPS transports sewage or wastewater through pipelines to OCSD’s

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sewage treatment plant in Huntington Beach and is a piece of critical infrastructures that conveys 50-60% of the total wastewater flow generated in Newport Beach. (ROA 103, Opp., p. 8; AR186.) BBPS is located on the southern boundary of Bayside's property, is surrounded on three sides by that property, and is adjacent to the Back Bay Landing Project. (AR230, 3206.)

The District's Project involves the construction of a new, larger pump station extending 100 feet to the west of the existing pump station and the installation of new force mains. (AR186 and 237.) The new pump station facilities will include a pump station, generator and odor control facilities. (AR186, 230.)

Planning on the Project started in 2013. (AR3206.) Since the Bayside Property, and particularly the Back Bay Landing Project, surrounds the Project, from 2014-2016, Bayside and OCSD exchanged information and worked together to discuss alternatives for the Project. (See e.g., AR3206, 6371-72, 7040-43, 7090, 7324, 7342-43, 15667, 16128-131.)

In June 2017, OCSD published a draft EIR that analyzed a version of the Project involving the demolition of the existing facility, construction of a new and larger facility adjacent to Bayside Drive and installation of force main improvements beneath the Newport Bay Channel north of the Bay Bridge. (AR236, AR9383-84.) The District never presented the 2017 Final EIR to its Board of Directors for approval due to conflicts with the planned development of the Back Bay Landing Project. (AR236, AR1501-1506.)

In July 2019, OCSD published a recirculated EIR with three alternatives for the Project. (AR236, AR11613-14.) During the public comment period, there were concerns regarding the three conceptual site plans, including confusion about one of the alternatives known as the South Pump Station. (AR236.) OCSD did not present the 2019 EIR to the OCSD Board.

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Instead, OCSD decided to select one conceptual site plan and construction method and update the EIR in its entirety. (AR236.) The concept chosen and analyzed in the 2020 recirculated EIR (REIR) is the Adjacent Pump Station, which is essentially the South Pump Station alternative in the 2019 REIR. (AR237.)

The Final EIR (FEIR) was published in January 2021 and approved on March 1, 2021. (AR1-3.)

II. OVERVIEW OF CEQA PROCESS

“CEQA is a comprehensive scheme designed to provide long-term protection to the environment. [Citation.]” (*Mountain Lion Foundation v. Fish & Game Com.* (1997) 16 Cal.4th 105, 112.) It applies to “discretionary projects proposed to be carried out or approved by public agencies.” (Pub. Resources Code, § 21080(a).) “In enacting CEQA, the Legislature declared its intention that all public agencies responsible for regulating activities affecting the environment give prime consideration to preventing environmental damage when carrying out their duties. [Citations.] CEQA is to be interpreted ‘to afford the fullest possible protection to the environment within the reasonable scope of the statutory language.’ [Citation.]” (*Mountain Lion Foundation, supra*, 16 Cal.4th at p. 112.)

An EIR, which has been described as “the heart of CEQA” (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564), “is required for any project that a public agency proposes to carry out or approve that may have a significant effect on the environment. [Citations.] An EIR must describe the proposed project and its environmental setting, state the objectives sought to be achieved, identify and analyze the significant effects on the environment, state how those impacts can be mitigated or avoided, and identify and analyze alternatives to the project,

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among other requirements. [Citations.]” (*Ballona Wetlands Land Trust v. City of Los Angeles* (2011) 201 Cal.App.4th 455, 465-66 (*Ballona*).

Once a draft EIR is prepared, the public must be notified, and the draft and all documents it references must be made available for public review and comment. (Pub. Resources Code, §§ 21091(a), 21092; CEQA Guidelines, § 15087.¹) The public agency acting as the lead agency then prepares a final EIR, which must include comments received from the public and from other agencies concerning the draft EIR, responses to those comments, and any revisions to the draft EIR. (CEQA Guidelines, §§ 15088, 15132; *Ballona, supra*, 201 Cal.App.4th at p. 466.)

III. PROJECT DESCRIPTION

A. Overview

Bayside asserts that the EIR description of the Project and its environmental setting is “inaccurate and unstable.” “The fundamental goal of an EIR is to inform decision makers and the public of any significant adverse effects a project is likely to have on the physical environment. [Citations.] To make such an assessment, an EIR must delineate environmental conditions prevailing absent the project, defining a baseline against which predicted effects can be described and quantified. [Citation.]” (*Neighbors for Smart Rail v. Exposition Metro Line Construction Authority* (2013) 57 Ca1.4th 439, 447.) This generally includes providing “a description of the physical environmental conditions in the vicinity of the project, as they exist at the time the notice of preparation is published, or if no notice of preparation is published, at the time environmental analysis is commenced, from both a local and regional perspective.” (*Id.*, at p. 448; see CEQA Guidelines, § 15125(a).)

¹ References to the CEQA Guidelines are to Cal. Code Regs., tit. 14, § 15000 et seq.

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“Without accurate and complete information pertaining to the setting of the project and surrounding uses, it cannot be found that the [EIR] adequately investigated and discussed the environmental impacts of the development project.” (*San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App.4th 713, 729 (*San Joaquin Raptor*)). Thus, [i]f the description of the environmental setting of the project site and surrounding area is inaccurate, incomplete or misleading, the EIR does not comply with CEQA.” (*Cadiz Land Co. v. Rail Cycle* (2000) 83 Cal.App.4th 74, 87.)

B. Failure to Identify Neighboring Commercial Operations

Bayside contends that repeated use of the phrase “RV Storage facility” obscures “the site’s coastal-dependent, visitor serving uses.” (Pet. Supp. Br. at p. 16.) Indeed, a number of businesses on the west side of the Project site (e.g., Southwind Kayaks, Gondola Adventures) are not mentioned by name anywhere in any EIR.

While it is true that these businesses are not referenced by name and that the site is referred to as an RV Storage facility (presumably since RVs are stored near where the actual construction will take place), those references do not create an inaccurate picture of the Project. In fact, the EIR refers to these businesses on the west side of the Project as “commercial” or “commercial recreation marine uses” in a number of places. (AR230, 234, 260, 392, 436.) The businesses also are listed on Table 3-1 under “General Commercial.” (AR235.)

The fact that the site is called an RV Storage facility is not misleading when considering the EIR as a whole. The above-cited references to commercial activity and the various maps/photos of the Project site overcome this alleged shortcoming.

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A related purported flaw in the EIR's Project description is the failure to address the potential adverse physical impacts Project construction would have on these businesses. On the contrary, such analysis is found at AR 473-482 regarding noise and vibrations during construction, and at AR 302-305 with respect to air quality. In terms of traffic, the EIR makes clear that access to the Project site will be shared via Bayside Drive by construction vehicles and users of the commercial facilities. As to the added construction and operational traffic, the EIR addresses these issues at AR499 and in Impact Statement TRA-4.

C. Construction Staging Area Description

Bayside contends that the Project description is inaccurate and, indeed, is an "unstable moving target" by virtue of the failure to describe and evaluate a construction staging area. The Court agrees. The 2020 REIR includes several references to construction staging. Page 3-11 states: "Portions of the adjacent private property (currently a RV storage area) and Lower Castaways Park could be temporarily utilized for construction staging, if these areas are available during construction of the proposed project." (AR241.) Then, in response to a letter from the City of Newport Beach stating that the Lower Castaways would not be available (AR1120), the 2021 FEIR noted: "Should Lower Castaways not be available, construction staging would occur within other proposed areas of disturbance (as identified in the project boundary shown on 2020 Recirculated Draft EIR Exhibit 3-4)." (AR1127.)

Exhibit 3-4 is a Proposed Conceptual Site Plan that shows the areas (highlighted in yellow) where the proposed project construction will take place as well as the Lower Castaways. (AR238.) A virtually identical site plan (also highlighted in yellow) is found at Exhibit 3-6 which is entitled Adjacent Pump Station Work Areas. (AR243.) According to OCSD's supplemental brief, based on the unavailability of the Lower Castaways, "the construction staging will occur

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somewhere in this Adjacent Pump Station Work Area.” (OCSD Supp. Br. at p. 12.) Based on this statement, the District argues in its supplemental brief that it satisfied CEQA since the EIR “considered all potential impacts that could occur in the Adjacent Area.”

However, based on a review of Exhibits 3-4 and 3-6, it is unclear whether creating a staging area in the limited designated space is even possible. With the exception of the Lower Castaways, the Coast Highway and the Newport channel, it appears that the areas highlighted in yellow are where virtually all of the construction actually will take place. Certainly, no specific location with adequate square footage is identified, nor is there any analysis as to whether Mitigation Measures AES-1 and TRA-1 would apply to any area other than the Lower Castaways.

Perhaps a more significant problem with the statements in both the FEIR and supplemental brief about an alternative site in the project area is that they may well be inaccurate. Indeed, TRA-1 tends to contradict OCSD’s supplemental brief by virtue of acknowledging that future staging areas may be located off-site: “[construction drawings shall] identify any and all construction staging or material storage sites *located outside of the project site.*” (AR206 [emphasis added].)

Compounding this problem, counsel for the District told the Court at an earlier hearing that the lowest responsible bidder on the Project will have complete discretion to decide where staging will occur and how many staging sites will be necessary. (August 4, 2022 Transcript at pp. 11-12.) Importantly, by not limiting that comment to sites within the yellow-highlighted boundaries of Exhibits 3-4 or 3-6, the District appears to acknowledge that staging sites not identified in either the REIR or FEIR might be utilized. Given that uncertainty, Bayside’s argument regarding a lack of a complete, accurate and stable project description has merit.

More specifically, the District’s argument (OCSD Supp. Br. at p. 12) that the EIR considered all environmental impacts (biological, noise, aesthetics, etc.) in the

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Adjacent Area fails to account for any potential impacts that might occur if the construction staging area occurs elsewhere. Without identifying the area or areas where staging will occur, the public is left in the dark about whether that staging will have any effects on the environment at location(s) yet to be identified.

Counsel's statement that the lowest responsible bidder will have complete discretion with regard to construction staging also renders the mitigation measures of AES-1 toothless. AES-1 purports to minimize aesthetic impacts of construction by requiring the District's Director of Engineering to personally approve construction staging areas, transport routes, etc. before grading or demolition permits are issued. To the extent AES-1 actually imposes enforceable standards (which the Court questions), it cannot be reconciled with the vesting of complete discretion in the lowest responsible bidder.

IV. CONSIDERATION OF ALTERNATIVES

"An EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather it must consider a reasonable range of potentially feasible alternatives that will foster informed decisionmaking and public participation. An EIR is not required to consider alternatives which are infeasible. The lead agency is responsible for selecting a range of project alternatives for examination and must publicly disclose its reasoning for selecting those alternatives. There is no ironclad rule governing the nature or scope of the alternatives to be discussed other than the rule of reason." (CEQA Guidelines, § 15126.6(a).)

The EIR identified five alternatives to the Project to analyze in detail: the "no project" scenario, the "adjacent project/microtunneling" scenario, the "original

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northeast pump station with horizontal directional drilling” scenario, the “rehabilitate in place with microtunneling” scenario, and the “pump station south relocation with microtunneling” scenario. (AR539-540.) Nearly 40 pages of analysis are devoted to comparing each of these alternatives to the Project. (AR540-578.)

Bayside does not challenge the analysis presented. Rather, it faults the EIR for failing to discuss two additional alternatives: the “Expand-in-Place” scenario and alternative alignments for the dual force mains south of East Coast Highway.

“Courts will defer to an agency’s selection of alternatives unless the petitioners (1) demonstrate that the chosen alternatives are “ ‘ “manifestly unreasonable and ... do not contribute to a reasonable range of alternatives,” ’ ” and (2) submit evidence showing the rejected alternative was both “feasible” and “adequate,” because it was capable of attaining most of the basic objectives of the project, taking into account site suitability, economic viability, availability of infrastructure, general plan consistency, and other relevant factors. [Citation.]” (*South of Market Community Action Network v. City and County of San Francisco* (2019) 33 Cal.App.5th 321, 345.)

The Court assumes for the sake of argument that the “Expand-in-Place” scenario and the alternative alignments for the dual force mains are both feasible and adequate. That is, the Court assumes Bayside has met the second prong of its burden.

However, Bayside fails to meet the first prong of its burden. “The ‘key issue’ is whether the range of alternatives discussed fosters informed decisionmaking and public participation. [Citation.]” (*Cherry Valley Pass Acres & Neighbors v. City of Beaumont* (190 Cal.App.4th 316, 354.) Bayside complains that two alternatives were not considered, but it identifies no authority holding that the failure to consider a specific alternative or alternatives automatically renders the range of

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alternatives considered “manifestly unreasonable” or insufficient to “foster informed decisionmaking.” (Compare *id.*, at p. 355 [“Though one or more of these 328 imaginable alternatives *may* have represented the optimum number of residences that could have profitably been built while minimizing the agricultural impacts of the project to the fullest extent possible, the range of alternatives discussed in the EIR was sufficient to foster informed decisionmaking on this very question.”].)

V. INCONSISTENCIES WITH PLANS

A. Overview

Bayside contends the EIR is fatally flawed because it fails to disclose the Project’s inconsistencies with the PCDP, the Newport Beach Local Coastal Program (“LCP”), and the Coastal Act.

An EIR must discuss “any inconsistencies between the proposed project and applicable general plans, specific plans and regional plan.” (CEQA Guidelines § 15125(d).) This includes inconsistencies with the Coastal Act. (*Banning Ranch Conservancy v. City of Newport Beach* (2012) 211 Cal.App.4th 1209, 1233.) A determination of consistency “comes to this [C]ourt with a strong presumption of regularity. [Citation.] To overcome that presumption, an abuse of discretion must be shown. [Citations.] An abuse of discretion is established only if the city council has not proceeded in a manner required by law, its decision is not supported by findings, or the findings are not supported by substantial evidence. [Citation].” (*Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 717.) “It is, emphatically, *not* the role of the courts to micro-manage these development decisions. Our function is simply to decide whether the city officials considered the applicable policies and the extent to which the proposed project conforms with those policies, whether the city officials made appropriate

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findings on this issue, and whether those findings are supported by substantial evidence.” (*Id.*, at pp. 719-20 [emphasis in original].)

In addition, Bayside’s opening brief suggests the EIR is inadequate to the extent it fails to explain why the District found the Project consistent with applicable plans. (Pet. Opening Br. at p. 19, lines 6-8.) Because EIRs need only evaluate inconsistencies with plans, no analysis is required if the project is consistent with plans. (*North Coast Rivers Alliance v. Marin Municipal Water Dist. Bd. of Directors* (2013) 216 Cal.App.4th 614, 632 [citing *City of Long Beach v. Los Angeles Unified School Dist.* (2009) 176 Cal.App.4th 889, 918-19].) Insofar as Bayside argues the explanation of consistency is inadequate (as opposed to arguing the finding of consistency is an abuse of discretion), this challenge fails.

B. PCDP Inconsistency

The PCDP contains zoning regulations that dictate acceptable land uses in each “Planning Area” it covers. It is undisputed that both the current pump station and the new pump station to be built as part of the Project are in Planning Area 1. According to the PCDP, “Wastewater Pump Station” is a permitted land use in Planning Area 1. (AR7615.)

Bayside nevertheless contends the Project is inconsistent with the PCDP. It argues that the PCDP “identifies the existence of the BBPS, however, only at its current size and location, not the expanded size and altered location contemplated by the Final EIR.” (Pet. Opening Br. at p. 18.) The claimed inconsistency apparently arises from conceptual drawings attached to the PCDP (for parking plans, public spaces, etc.) that show the BBPS in its current location in the context of the larger planning area. (See AR7650-7663.) That is, as the Court understands the argument, because the conceptual drawings show the current BBPS, any deviation is an inconsistency.

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As the District points out in opposition, the PCDP imposes specific numeric limits on the square footage of commercial, residential, marina, and dry dock use in Planning Area 1, but *not* wastewater pump use. (AR7612.) The conceptual drawings do not on their face appear to limit the size or the location of the pumping station, only to show it in relation to other then-existing uses for planning purposes. The only explicit limitation placed on a wastewater pump station by the PCDP is that it must be in Planning Area 1. As to Bayside's contention that AR7549 allows the pump station also to be in Planning Area 2 (a contention that the Court will accept even though it does not appear that AR7549 is in the record filed with the Court), that fact does not establish PCDP inconsistency. Accordingly, the Court cannot say the finding of consistency is unsupported by substantial evidence.

C. LCP Consistency

Bayside contends the Project is inconsistent with policy 2.1.9 of the LCP because that policy "mandate[s] protection and expansion of coastal-dependent over commercial/industrial uses." (Pet.'s Opening Br. at p. 17.) As the District points out, nothing in policy 2.1.9 or its associated sub-policies discusses the relative priority of coastal-dependent uses *vis-à-vis* *utility* uses like the Project. (Furthermore, it appears the only hard-and-fast priority is that coastal-dependent uses are prioritized over residential uses, not over commercial/industrial uses. See policy 2.1.9-1, at AR11289.)

In any event, the City correctly notes that relative priority matters only if the Back Bay Landing development and the Project are a zero-sum game in terms of developed square footage. Under the PCDP, square footage for a wastewater pump station does not count against commercial, residential, marina, or dry dock square footage. (See AR7612.) The Court cannot say the finding of consistency is unsupported by substantial evidence.

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D. Coastal Act Consistency

Bayside contends the Project is inconsistent with multiple sections of the Coastal Act, in particular Pub. Resources Code §§ 30213, 30221, 30222, 30224, and 30253(e), and policy 3.2.1-1 of the LCP, which similarly requires protection of coastal recreation opportunities.

The Court agrees with the District that § 30222 is inapplicable. On its face, that statute prioritizes “visitor-serving commercial recreational facilities designed to enhance public opportunities for coastal recreation . . . over private residential, general industrial, or general commercial development, but not over agriculture or coastal-dependent industry.” Again, the Project is a utility use, not one of the categories enumerated in this statute.

Of the remaining provisions, the only one discussed in any detail in Bayside’s briefing (opening, reply, or supplemental) is § 30253(e) of the Coastal Act. The remainder are simply referred to in laundry lists without discussion of any particular alleged inconsistencies. Because Bayside bears the burden of showing an abuse of discretion, the Court finds the failure to specifically discuss §§ 30123, 30221, and 30224 of the Coastal Act, as well as policy 3.2.1-1 of the LCP, means Bayside has not shown an abuse of discretion in the District’s finding of consistency.

As to § 30253(e), it provides: “New development shall . . . [w]here appropriate, protect special communities and neighborhoods that, because of their unique characteristics, are popular visitor destination points for recreational use.” “Where appropriate” is an important qualifier here, as the District flags a competing provision of the Coastal Act, § 30231, which provides: “The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored

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through, among other means, minimizing adverse effects of waste water discharges and entrainment”

The administrative record contains evidence that the current pump station is deteriorating and does not meet current standards for construction, electrical equipment, or maintenance. (AR187.) The record also contains evidence that failure of the system could result in the release of sewage into Newport Bay. (AR187, 245.) Section 30231 of the Coastal Act imposes a mandatory policy for protecting water quality (it “shall be maintained”), while § 30253(e) only imposes a duty to protect recreational use “where appropriate.” On this record, the Court cannot say the District lacked substantial evidence to conclude its duties under § 30231 prevailed over its duties under § 30253(e), and thereby to conclude the Project is consistent with the Coastal Act. Put another way, Bayside must show the District abused its discretion in finding the “where appropriate” qualifier in § 30253(e) inapplicable here, and it has not met its burden to do so.

VI. ADEQUACY OF RESPONSES TO COMMENTS

Bayside contends the District’s response to comments prior to certification of the FEIR is inadequate. The Court agrees with the District that Bayside failed to exhaust its administrative remedies on this issue. “[T]he time for complaining about the inadequacy of [the District’s] responses was when the issue was before the agency and any alleged deficiency could be explained or corrected.” (*Towards Responsibility in Planning v. City Council* (1988) 200 Cal.App.3d 671, 682.) Bayside points to nothing in the record indicating that the alleged inadequacy of the District’s responses was raised at the administrative stage. As a result, this challenge is barred.

Bayside responds that the foregoing statement from *Towards Responsibility* is dictum unnecessary to the holding. This is true enough, as the Court of Appeal in that case found the agency’s response to comments adequate on the merits. But

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“[t]o say that dicta are not controlling [citation] does not mean that they are to be ignored; on the contrary, dicta are often followed.” (9 Witkin, *Cal. Procedure* (6th ed. 2022) Appeal § 532.) And while Bayside cites a number of cases on page 21 of its supplemental brief holding that inadequate responses to comments may render an EIR defective, none of those cases discusses the effect of the challenger’s failure to raise the inadequacy issue before the agency.

VII. REMEDIES AND CONCLUSION

For the reasons set forth above, Bayside’s petition is GRANTED on the ground that the description of the construction staging area is inadequate, and for the related reason that AES-1 is a toothless mitigation measure as a result.

Bayside asks the Court to set aside the District’s Project approvals and EIR certification. Public Resources Code § 21168.9 gives the Court discretion to fashion a narrower remedy. “The 1993 amendments to section 21168.9 expanded the trial court’s authority and ‘expressly authorized the court to fashion a remedy that permits some part of the project to go forward while an agency seeks to remedy its CEQA violations. In other words, the issuance of a writ need not always halt all work on a project.’ [Citation.]” (*San Bernardino Valley Audubon Soc. V. Metropolitan Water Dist. of Southern California* (2001) 89 Cal.App.4th 1097, 1104-1105.) “The choice of a lesser remedy involves the trial court’s consideration of equitable principles.” (*Id.*, at p. 1104.)

As discussed above, Bayside’s challenge is largely unsuccessful. And the vast majority of Bayside’s challenge has little, if anything, to do with construction staging issues. The Court therefore finds the remainder of the Project severable from the construction staging issues. The Court further finds severance will not prejudice full and complete compliance with CEQA, because the remainder of the Project is CEQA-compliant. (Pub. Resources Code § 21168.9(b).)

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In considering equitable principles to fashion a remedy, the Court is especially mindful of the severe risk to the environment that would be posed by the outdated pumping station and force mains failing and spilling raw sewage into Newport Bay. Furthermore, as explained in the District’s filings in the companion eminent domain case, permitting from the relevant authorities is expected to take 9-12 months, with construction not starting for another six months after that. (See OC Superior Court case no. 2022-01251890, ROA 92, at pp. 2-3.) Based on representations made at the hearing, it appears that the City will not allow the permitting process to start without OCSD approval of the Project and its certification of the EIR. Of course, stalling that already lengthy process increases the risk of the very sewage spill the Project seeks to prevent.

Because the issues with construction staging are both severable and appear to be readily correctable, and given the overriding need for the Project, OCSD will not be required to withdraw its approvals for the Project and certification of the EIR. As explained by the court in *Preserve Wild Santee v. City of Santee* (2012) 210 Cal. App. 4th 260, 287-88:

In our view, a reasonable, commonsense reading of section 21168.9 plainly forecloses plaintiffs' assertion that a trial court must mandate a public agency decertify the EIR and void all related project approvals in every instance where the court finds an EIR violates CEQA. Such a rigid requirement directly conflicts with the “in part” language in section 21168.9, subdivision (a)(1), which specifically allows a court to direct its mandates to parts of determinations, parts of findings, or parts of decisions. Such a rigid requirement also conflicts with the language in section 21168.9, subdivision (b), limiting the court's mandates to only those necessary to achieve CEQA compliance and, if the court makes specified findings, to only “that *portion* of a determination, finding, or decision” violating CEQA. (Italics added.)

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Accordingly, the Court will impose the limited remedy of requiring OCSD to bring the EIR into CEQA compliance with respect to the construction staging issue and the related question of the enforceability of AES-1. Because the District's CEQA noncompliance involves construction issues, this means no construction or other physical activity may take place at the Project site until the District is in compliance with CEQA. Whether bringing the EIR into compliance can be accomplished via a supplemental EIR (CEQA Guidelines § 15163) or an addendum (CEQA Guidelines § 15164) will be left to OCSD to decide.

Note that the Court's order includes *only* these mandates, which are necessary to achieve compliance with CEQA. (See Pub. Resources Code § 21168.9(b).) In order to avoid unnecessary delay that increases the risk of a sewage spill, the District may continue to seek the necessary permits from the City, Coastal Commission, etc. to move forward with the Project, and it may continue to pursue the companion eminent domain action.

Bayside shall prepare a proposed order in accordance with this ruling and provide it to OCSD for comments before submitting it to the Court.

Attachment 2

**LETTER OF INTENT FOR ENTERING INTO A LICENSING AGREEMENT –
LOWER CASTAWAYS PARK (“LETTER OF INTENT”)**



CITY OF NEWPORT BEACH

100 Civic Center Drive
Newport Beach, California 92660
949 644-3001 | 949 644-3020 FAX
newportbeachca.gov

May 22, 2023

Orange County Sanitation District
Rob Thompson, General Manager
10844 Ellis Ave
Fountain Valley, CA 92708

Re: Letter of Intent for Entering Into a Licensing Agreement – Lower Castaways Park

Dear Mr. Thompson:

This Letter of Intent reflects the City of Newport Beach (City) intent to enter into a Licensing Agreement with the Orange County Sanitation District (OC SAN) to utilize portions of Lower Castaways Park as construction staging area for the Bay Bridge Pump Station Replacement project. The City understands as follows:

- WHEREAS, the City is the owner of the real property located at 700 Dover Drive, Newport Beach, California, 92660 (the "Property"), known as "Castaways Park" and depicted in yellow on Exhibit "A" attached hereto;
- WHEREAS, OC San wishes to lease 18,000 square feet of the lower portion of the Property (as depicted on Exhibit "B" attached hereto) for use as a staging area in connection with the future construction of the Bay Bridge Pump Station and Force Mains Replacement Project ("Project"), a public infrastructure project; and
- WHEREAS, the City desires to lease the Property to OC SAN for the sole purpose of such use.
- WHEREAS, the parties intend to enter into a licensing agreement at a future date to memorialize the duties and obligations of each respective party for the use of the Property.

Based on this understanding and the mutual covenants and intentions stated herein, the City intends as follows:

1. The City is preparing a licensing agreement for use of the Property as construction staging area for the Project. The term of the licensing agreement will cover the construction period.

This document is a Letter of Intent only. It is not intended to be, and shall not constitute in any way, a binding or legal agreement, or impose any legal obligation or duty on either of us. If this document is not replaced by a valid binding contract signed by authorized representatives from each company, it shall have no force or effect whatsoever.

If the foregoing reflects our mutual statement of intention, please sign, and return the enclosed copy of this Letter of Intent.

Sincerely,



Grace K. Leung
City Manager
City of Newport Beach

Orange County Sanitation District
Confirmed this 23rd day of May 2023

By: 

Title: General Manager, OC San

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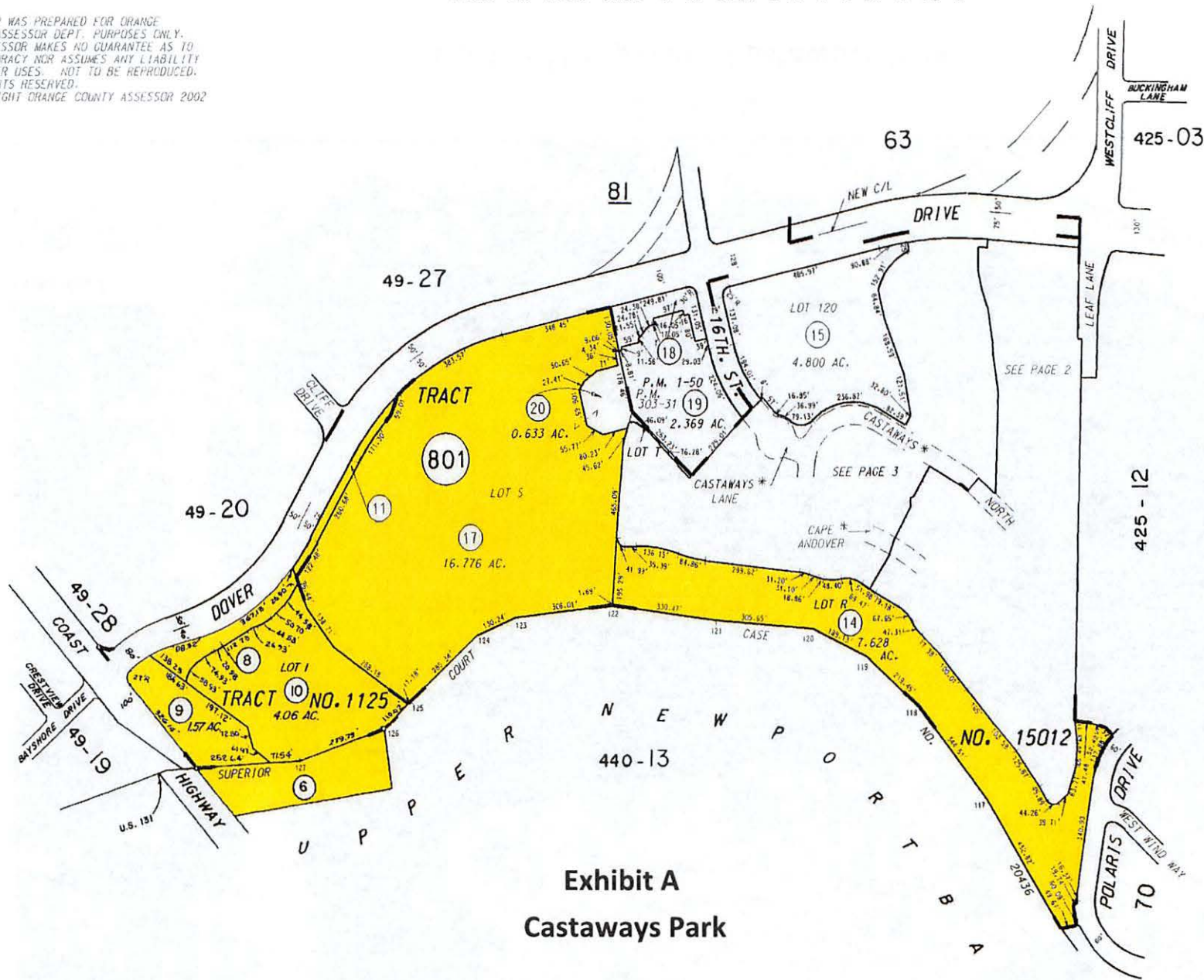


Exhibit A
Castaways Park

* PRIVATE STREET

MARCH 1966

PARCEL MAP	P.M. 001-50
TRACT NO. 1125	M.M. 39-7.8
TRACT NO. 15012(amended)	M.M. 753-23 to 32 inc.

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 117 PAGE 80 COUNTY OF ORANGE

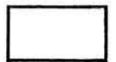




Exhibit B

Lease of Property – Castaways Park

Attachment 3

AIR QUALITY / GREENHOUSE GAS / ENERGY DATA

Bay Bridge (with Dredging) Detailed Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Bay Bridge (with Dredging)
Construction Start Date	7/1/2023
Operational Year	2028
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.50
Precipitation (days)	16.2
Location	33.61636544504624, -117.90701330233207
County	Orange
City	Newport Beach
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	5917
EDFZ	7
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.13

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
------------------	------	------	-------------	-----------------------	------------------------	--------------------------------	------------	-------------

General Light Industry	14.5	1000sqft	0.33	14,500	1,000	—	—	—
Other Asphalt Surfaces	16.0	1000sqft	0.37	0.00	0.09	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

Sector	#	Measure Title
Construction	C-2*	Limit Heavy-Duty Diesel Vehicle Idling
Construction	C-10-A	Water Exposed Surfaces
Construction	C-10-C	Water Unpaved Construction Roads
Construction	C-11	Limit Vehicle Speeds on Unpaved Roads
Construction	C-12	Sweep Paved Roads
Energy	E-1	Buildings Exceed 2019 Title 24 Building Envelope Energy Efficiency Standards
Waste	S-1/S-2	Implement Waste Reduction Plan

* Qualitative or supporting measure. Emission reductions not included in the mitigated emissions results.

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	5.37	4.50	40.7	40.0	0.08	1.74	0.96	2.36	1.60	0.21	1.75	—	9,573	9,573	0.39	0.30	4.72	9,624
Mit.	5.37	4.50	40.7	40.0	0.08	1.74	0.96	2.36	1.60	0.21	1.75	—	9,573	9,573	0.39	0.30	4.72	9,624
% Reduced	—	—	—	—	—	—	—	< 0.5%	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	4.53	18.0	34.0	33.6	0.07	1.39	0.99	2.21	1.28	0.20	1.42	—	8,134	8,134	0.34	0.20	0.09	8,177
Mit.	4.53	18.0	34.0	33.6	0.07	1.39	0.99	2.21	1.28	0.20	1.42	—	8,134	8,134	0.34	0.20	0.09	8,177
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.39	2.18	17.6	18.2	0.04	0.68	0.51	1.19	0.62	0.12	0.74	—	5,011	5,011	0.21	0.11	0.92	5,051
Mit.	2.39	2.18	17.6	18.2	0.04	0.68	0.51	1.18	0.62	0.12	0.74	—	5,011	5,011	0.21	0.11	0.92	5,051
% Reduced	—	—	—	—	—	—	< 0.5%	< 0.5%	—	—	—	—	—	—	—	—	—	—
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.44	0.40	3.22	3.32	0.01	0.12	0.09	0.22	0.11	0.02	0.14	—	830	830	0.04	0.02	0.15	836
Mit.	0.44	0.40	3.22	3.32	0.01	0.12	0.09	0.22	0.11	0.02	0.14	—	830	830	0.04	0.02	0.15	836
% Reduced	—	—	—	—	—	—	< 0.5%	< 0.5%	—	< 0.5%	< 0.5%	—	—	—	—	—	—	—
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	75.0	100	550	150	—	—	150	—	—	55.0	—	—	—	—	—	—	—
Unmit.	Yes	No	No	No	No	Yes	—	No	Yes	—	No	—	—	—	—	—	—	—
Mit.	Yes	No	No	No	No	Yes	—	No	Yes	—	No	—	—	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	75.0	100	550	150	—	—	150	—	—	55.0	—	—	—	—	—	—	—
Unmit.	Yes	No	No	No	No	Yes	—	No	Yes	—	No	—	—	—	—	—	—	—

Mit.	Yes	No	No	No	No	Yes	—	No	Yes	—	No	—	—	—	—	—	—
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2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	5.37	4.50	40.7	40.0	0.08	1.74	0.62	2.36	1.60	0.15	1.75	—	9,573	9,573	0.38	0.13	2.88	9,624
2025	3.33	2.78	24.5	26.8	0.07	0.92	0.96	1.88	0.84	0.21	1.05	—	8,543	8,543	0.39	0.30	4.72	8,646
2026	0.67	0.55	4.64	5.95	0.01	0.11	0.57	0.68	0.10	0.10	0.20	—	931	931	0.04	0.03	0.54	940
2027	0.64	0.52	4.51	5.89	0.01	0.09	0.57	0.66	0.08	0.10	0.18	—	928	928	0.04	0.03	0.49	937
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	4.53	3.79	34.0	31.2	0.07	1.39	0.59	1.98	1.28	0.14	1.42	—	8,134	8,134	0.33	0.12	0.07	8,177
2025	4.35	18.0	31.6	33.6	0.07	1.21	0.99	2.21	1.11	0.20	1.31	—	7,892	7,892	0.34	0.20	0.09	7,959
2026	3.22	2.70	23.2	25.4	0.05	0.87	0.96	1.83	0.80	0.19	0.99	—	5,212	5,212	0.20	0.08	0.05	5,241
2027	3.13	2.61	22.4	25.0	0.05	0.81	0.96	1.77	0.74	0.19	0.93	—	5,201	5,201	0.20	0.08	0.05	5,230
2028	0.40	0.33	2.90	3.85	0.01	0.05	0.26	0.31	0.05	0.05	0.09	—	587	587	0.02	0.01	0.01	592
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	1.74	1.46	13.1	12.3	0.03	0.54	0.21	0.76	0.50	0.05	0.55	—	3,112	3,112	0.12	0.04	0.43	3,128
2025	2.39	2.18	17.6	18.2	0.04	0.68	0.51	1.19	0.62	0.12	0.74	—	5,011	5,011	0.21	0.11	0.92	5,051
2026	0.82	0.68	5.80	6.92	0.01	0.18	0.46	0.64	0.16	0.08	0.25	—	1,253	1,253	0.05	0.03	0.26	1,262
2027	0.66	0.54	4.71	5.93	0.01	0.12	0.42	0.55	0.11	0.08	0.19	—	1,050	1,050	0.04	0.02	0.20	1,058
2028	0.02	0.02	0.16	0.21	< 0.005	< 0.005	0.01	0.02	< 0.005	< 0.005	< 0.005	—	32.2	32.2	< 0.005	< 0.005	0.01	32.5
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.32	0.27	2.39	2.25	< 0.005	0.10	0.04	0.14	0.09	0.01	0.10	—	515	515	0.02	0.01	0.07	518

2025	0.44	0.40	3.22	3.32	0.01	0.12	0.09	0.22	0.11	0.02	0.14	—	830	830	0.04	0.02	0.15	836
2026	0.15	0.12	1.06	1.26	< 0.005	0.03	0.08	0.12	0.03	0.01	0.04	—	207	207	0.01	< 0.005	0.04	209
2027	0.12	0.10	0.86	1.08	< 0.005	0.02	0.08	0.10	0.02	0.01	0.03	—	174	174	0.01	< 0.005	0.03	175
2028	< 0.005	< 0.005	0.03	0.04	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.34	5.34	< 0.005	< 0.005	< 0.005	5.38

2.3. Construction Emissions by Year, Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	5.37	4.50	40.7	40.0	0.08	1.74	0.62	2.36	1.60	0.15	1.75	—	9,573	9,573	0.38	0.13	2.88	9,624
2025	3.33	2.78	24.5	26.8	0.07	0.92	0.96	1.88	0.84	0.21	1.05	—	8,543	8,543	0.39	0.30	4.72	8,646
2026	0.67	0.55	4.64	5.95	0.01	0.11	0.57	0.68	0.10	0.10	0.20	—	931	931	0.04	0.03	0.54	940
2027	0.64	0.52	4.51	5.89	0.01	0.09	0.57	0.66	0.08	0.10	0.18	—	928	928	0.04	0.03	0.49	937
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	4.53	3.79	34.0	31.2	0.07	1.39	0.59	1.98	1.28	0.14	1.42	—	8,134	8,134	0.33	0.12	0.07	8,177
2025	4.35	18.0	31.6	33.6	0.07	1.21	0.99	2.21	1.11	0.20	1.31	—	7,892	7,892	0.34	0.20	0.09	7,959
2026	3.22	2.70	23.2	25.4	0.05	0.87	0.96	1.83	0.80	0.19	0.99	—	5,212	5,212	0.20	0.08	0.05	5,241
2027	3.13	2.61	22.4	25.0	0.05	0.81	0.96	1.77	0.74	0.19	0.93	—	5,201	5,201	0.20	0.08	0.05	5,230
2028	0.40	0.33	2.90	3.85	0.01	0.05	0.26	0.31	0.05	0.05	0.09	—	587	587	0.02	0.01	0.01	592
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	1.74	1.46	13.1	12.3	0.03	0.54	0.21	0.76	0.50	0.05	0.55	—	3,112	3,112	0.12	0.04	0.43	3,128
2025	2.39	2.18	17.6	18.2	0.04	0.68	0.51	1.18	0.62	0.12	0.74	—	5,011	5,011	0.21	0.11	0.92	5,051
2026	0.82	0.68	5.80	6.92	0.01	0.18	0.46	0.64	0.16	0.08	0.25	—	1,253	1,253	0.05	0.03	0.26	1,262
2027	0.66	0.54	4.71	5.93	0.01	0.12	0.42	0.55	0.11	0.08	0.19	—	1,050	1,050	0.04	0.02	0.20	1,058

2028	0.02	0.02	0.16	0.21	< 0.005	< 0.005	0.01	0.02	< 0.005	< 0.005	< 0.005	—	32.2	32.2	< 0.005	< 0.005	0.01	32.5
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.32	0.27	2.39	2.25	< 0.005	0.10	0.04	0.14	0.09	0.01	0.10	—	515	515	0.02	0.01	0.07	518
2025	0.44	0.40	3.22	3.32	0.01	0.12	0.09	0.22	0.11	0.02	0.14	—	830	830	0.04	0.02	0.15	836
2026	0.15	0.12	1.06	1.26	< 0.005	0.03	0.08	0.12	0.03	0.01	0.04	—	207	207	0.01	< 0.005	0.04	209
2027	0.12	0.10	0.86	1.08	< 0.005	0.02	0.08	0.10	0.02	0.01	0.03	—	174	174	0.01	< 0.005	0.03	175
2028	< 0.005	< 0.005	0.03	0.04	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.34	5.34	< 0.005	< 0.005	< 0.005	5.38

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.13	0.44	0.17	0.77	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	16.1	438	454	1.66	0.02	3.77	504
Mit.	0.13	0.44	0.16	0.76	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	11.3	385	396	1.17	0.02	3.77	434
% Reduced	—	—	4%	1%	—	—	—	—	—	—	—	30%	12%	13%	29%	—	—	14%
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.02	0.34	0.17	0.14	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	16.1	435	451	1.66	0.02	3.77	502
Mit.	0.02	0.34	0.16	0.13	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	11.3	382	394	1.17	0.02	3.77	432
% Reduced	—	—	4%	4%	—	—	—	—	—	—	—	30%	12%	13%	29%	—	—	14%
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.10	0.41	0.17	0.57	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	16.1	437	453	1.66	0.02	3.77	503
Mit.	0.09	0.41	0.16	0.57	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	11.3	384	395	1.17	0.02	3.77	434

% Reduced	—	—	4%	1%	—	—	—	—	—	—	—	30%	12%	13%	29%	—	—	14%
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.02	0.08	0.03	0.10	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.00	< 0.005	2.67	72.3	75.0	0.27	< 0.005	0.62	83.4
Mit.	0.02	0.07	0.03	0.10	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.00	< 0.005	1.87	63.6	65.5	0.19	< 0.005	0.62	71.8
% Reduced	1%	< 0.5%	4%	1%	4%	4%	—	4%	4%	—	4%	30%	12%	13%	29%	2%	—	14%
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	55.0	55.0	550	150	—	—	150	—	—	55.0	—	—	—	—	—	—	—
Unmit.	—	No	No	No	No	—	—	No	—	—	No	—	—	—	—	—	—	—
Mit.	—	No	No	No	No	—	—	No	—	—	No	—	—	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	55.0	55.0	550	150	—	—	150	—	—	55.0	—	—	—	—	—	—	—
Unmit.	—	No	No	No	No	—	—	No	—	—	No	—	—	—	—	—	—	—
Mit.	—	No	No	No	No	—	—	No	—	—	No	—	—	—	—	—	—	—

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.11	0.43	0.01	0.63	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.59	2.59	< 0.005	< 0.005	—	2.60

Energy	0.02	0.01	0.17	0.14	< 0.005	0.01	—	0.01	0.01	—	0.01	—	402	402	0.03	< 0.005	—	403
Water	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Waste	—	—	—	—	—	—	—	—	—	—	—	9.69	0.00	9.69	0.97	0.00	—	33.9
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77
Total	0.13	0.44	0.17	0.77	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	16.1	438	454	1.66	0.02	3.77	504
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	—	0.33	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.02	0.01	0.17	0.14	< 0.005	0.01	—	0.01	0.01	—	0.01	—	402	402	0.03	< 0.005	—	403
Water	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Waste	—	—	—	—	—	—	—	—	—	—	—	9.69	0.00	9.69	0.97	0.00	—	33.9
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77
Total	0.02	0.34	0.17	0.14	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	16.1	435	451	1.66	0.02	3.77	502
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.08	0.40	< 0.005	0.43	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.78	1.78	< 0.005	< 0.005	—	1.78
Energy	0.02	0.01	0.17	0.14	< 0.005	0.01	—	0.01	0.01	—	0.01	—	402	402	0.03	< 0.005	—	403
Water	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Waste	—	—	—	—	—	—	—	—	—	—	—	9.69	0.00	9.69	0.97	0.00	—	33.9
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77
Total	0.10	0.41	0.17	0.57	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	16.1	437	453	1.66	0.02	3.77	503
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.01	0.07	< 0.005	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.29	0.29	< 0.005	< 0.005	—	0.30
Energy	< 0.005	< 0.005	0.03	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	66.5	66.5	< 0.005	< 0.005	—	66.7
Water	—	—	—	—	—	—	—	—	—	—	—	1.06	5.52	6.59	0.11	< 0.005	—	10.1

Waste	—	—	—	—	—	—	—	—	—	—	—	1.60	0.00	1.60	0.16	0.00	—	5.61
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.62	0.62
Total	0.02	0.08	0.03	0.10	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.00	< 0.005	2.67	72.3	75.0	0.27	< 0.005	0.62	83.4

2.6. Operations Emissions by Sector, Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.11	0.43	0.01	0.63	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.59	2.59	< 0.005	< 0.005	—	2.60
Energy	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	349	349	0.03	< 0.005	—	350
Water	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Waste	—	—	—	—	—	—	—	—	—	—	—	4.85	0.00	4.85	0.48	0.00	—	17.0
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77
Total	0.13	0.44	0.16	0.76	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	11.3	385	396	1.17	0.02	3.77	434
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	—	0.33	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	349	349	0.03	< 0.005	—	350
Water	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Waste	—	—	—	—	—	—	—	—	—	—	—	4.85	0.00	4.85	0.48	0.00	—	17.0
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77
Total	0.02	0.34	0.16	0.13	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	11.3	382	394	1.17	0.02	3.77	432
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.08	0.40	< 0.005	0.43	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.78	1.78	< 0.005	< 0.005	—	1.78
Energy	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	349	349	0.03	< 0.005	—	350
Water	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Waste	—	—	—	—	—	—	—	—	—	—	—	4.85	0.00	4.85	0.48	0.00	—	17.0
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77
Total	0.09	0.41	0.16	0.57	< 0.005	0.01	0.00	0.01	0.01	0.00	0.01	11.3	384	395	1.17	0.02	3.77	434
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.01	0.07	< 0.005	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.29	0.29	< 0.005	< 0.005	—	0.30
Energy	< 0.005	< 0.005	0.03	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	57.8	57.8	< 0.005	< 0.005	—	58.0
Water	—	—	—	—	—	—	—	—	—	—	—	1.06	5.52	6.59	0.11	< 0.005	—	10.1
Waste	—	—	—	—	—	—	—	—	—	—	—	0.80	0.00	0.80	0.08	0.00	—	2.81
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.62	0.62
Total	0.02	0.07	0.03	0.10	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.00	< 0.005	1.87	63.6	65.5	0.19	< 0.005	0.62	71.8

3. Construction Emissions Details

3.1. Demolition (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.2. Demolition (2026) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.3. Demolition (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.54	1.85	< 0.005	0.04	—	0.04	0.04	—	0.04	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.54	1.85	< 0.005	0.04	—	0.04	0.04	—	0.04	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.29	0.35	< 0.005	0.01	—	0.01	0.01	—	0.01	—	45.9	45.9	< 0.005	< 0.005	—	46.1
Demolition	—	—	—	—	—	—	0.02	0.02	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.01	0.01	0.05	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	7.60	7.60	< 0.005	< 0.005	—	7.62
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.14	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	33.2	33.2	< 0.005	< 0.005	0.13	33.7
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.9	20.9	< 0.005	< 0.005	0.04	22.0
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	31.6	31.6	< 0.005	< 0.005	< 0.005	31.9
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.9	20.9	< 0.005	< 0.005	< 0.005	22.0
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	6.01	6.01	< 0.005	< 0.005	0.01	6.09
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	3.93	3.93	< 0.005	< 0.005	< 0.005	4.13
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.00	1.00	< 0.005	< 0.005	< 0.005	1.01
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.65	0.65	< 0.005	< 0.005	< 0.005	0.68

3.4. Demolition (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.54	1.85	< 0.005	0.04	—	0.04	0.04	—	0.04	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.54	1.85	< 0.005	0.04	—	0.04	0.04	—	0.04	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.29	0.35	< 0.005	0.01	—	0.01	0.01	—	0.01	—	45.9	45.9	< 0.005	< 0.005	—	46.1
Demolition	—	—	—	—	—	—	0.02	0.02	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.05	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	7.60	7.60	< 0.005	< 0.005	—	7.62
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.14	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	33.2	33.2	< 0.005	< 0.005	0.13	33.7	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.9	20.9	< 0.005	< 0.005	0.04	22.0	
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	31.6	31.6	< 0.005	< 0.005	< 0.005	31.9	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.9	20.9	< 0.005	< 0.005	< 0.005	22.0	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	6.01	6.01	< 0.005	< 0.005	0.01	6.09	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	3.93	3.93	< 0.005	< 0.005	< 0.005	4.13	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.00	1.00	< 0.005	< 0.005	< 0.005	1.01	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.65	0.65	< 0.005	< 0.005	< 0.005	0.68	

3.5. Demolition (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.21	0.18	1.50	1.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.21	0.18	1.50	1.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.07	1.31	< 0.005	0.03	—	0.03	0.02	—	0.02	—	174	174	0.01	< 0.005	—	175
Demolition	—	—	—	—	—	—	0.06	0.06	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.02	0.20	0.24	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	28.9	28.9	< 0.005	< 0.005	—	29.0
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.13	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	32.6	32.6	< 0.005	< 0.005	0.11	33.0
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.6	20.6	< 0.005	< 0.005	0.04	21.6
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	31.0	31.0	< 0.005	< 0.005	< 0.005	31.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.6	20.6	< 0.005	< 0.005	< 0.005	21.6
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	0.01	0.01	—	22.4	22.4	< 0.005	< 0.005	0.03	22.7
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	14.7	14.7	< 0.005	< 0.005	0.01	15.4
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.71	3.71	< 0.005	< 0.005	0.01	3.76
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.43	2.43	< 0.005	< 0.005	< 0.005	2.55

3.6. Demolition (2026) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.21	0.18	1.50	1.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.21	0.18	1.50	1.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.07	1.31	< 0.005	0.03	—	0.03	0.02	—	0.02	—	174	174	0.01	< 0.005	—	175
Demolition	—	—	—	—	—	—	0.06	0.06	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.02	0.20	0.24	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	28.9	28.9	< 0.005	< 0.005	—	29.0
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	0.01	0.01	0.01	0.13	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	32.6	32.6	< 0.005	< 0.005	0.11	33.0
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.6	20.6	< 0.005	< 0.005	0.04	21.6
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	31.0	31.0	< 0.005	< 0.005	< 0.005	31.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.6	20.6	< 0.005	< 0.005	< 0.005	21.6
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	0.01	0.01	—	22.4	22.4	< 0.005	< 0.005	0.03	22.7
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	14.7	14.7	< 0.005	< 0.005	0.01	15.4
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.71	3.71	< 0.005	< 0.005	0.01	3.76
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.43	2.43	< 0.005	< 0.005	< 0.005	2.55

3.7. Demolition (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.46	1.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.46	1.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245	
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Off-Road Equipment	0.14	0.12	1.04	1.30	< 0.005	0.02	—	0.02	0.02	—	0.02	—	174	174	0.01	< 0.005	—	175	
Demolition	—	—	—	—	—	—	0.06	0.06	—	0.01	0.01	—	—	—	—	—	—	—	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Off-Road Equipment	0.03	0.02	0.19	0.24	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	28.9	28.9	< 0.005	< 0.005	—	29.0	
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	32.0	32.0	< 0.005	< 0.005	0.10	32.5	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.2	20.2	< 0.005	< 0.005	0.04	21.2	

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	30.5	30.5	< 0.005	< 0.005	< 0.005	30.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.2	20.2	< 0.005	< 0.005	< 0.005	21.2
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	0.01	0.01	—	22.1	22.1	< 0.005	< 0.005	0.03	22.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	14.4	14.4	< 0.005	< 0.005	0.01	15.1
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.65	3.65	< 0.005	< 0.005	0.01	3.70
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.38	2.38	< 0.005	< 0.005	< 0.005	2.51

3.8. Demolition (2027) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.46	1.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.46	1.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.12	1.04	1.30	< 0.005	0.02	—	0.02	0.02	—	0.02	—	174	174	0.01	< 0.005	—	175
Demolition	—	—	—	—	—	—	0.06	0.06	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.02	0.19	0.24	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	28.9	28.9	< 0.005	< 0.005	—	29.0
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	32.0	32.0	< 0.005	< 0.005	0.10	32.5
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.2	20.2	< 0.005	< 0.005	0.04	21.2

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	30.5	30.5	< 0.005	< 0.005	< 0.005	30.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.2	20.2	< 0.005	< 0.005	< 0.005	21.2
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	0.01	0.01	—	22.1	22.1	< 0.005	< 0.005	0.03	22.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	14.4	14.4	< 0.005	< 0.005	0.01	15.1
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.65	3.65	< 0.005	< 0.005	0.01	3.70
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.38	2.38	< 0.005	< 0.005	< 0.005	2.51

3.9. Demolition (2028) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.19	0.16	1.42	1.81	< 0.005	0.02	—	0.02	0.02	—	0.02	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.08	0.10	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	13.4	13.4	< 0.005	< 0.005	—	13.4
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	2.21	2.21	< 0.005	< 0.005	—	2.22
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.10	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	29.9	29.9	< 0.005	< 0.005	< 0.005	< 0.005	30.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	19.7	19.7	< 0.005	< 0.005	< 0.005	< 0.005	20.7
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.66	1.66	< 0.005	< 0.005	< 0.005	< 0.005	1.68
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.08	1.08	< 0.005	< 0.005	< 0.005	< 0.005	1.13

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.28	0.28	< 0.005	< 0.005	< 0.005	0.28
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.18	0.18	< 0.005	< 0.005	< 0.005	0.19

3.10. Demolition (2028) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.19	0.16	1.42	1.81	< 0.005	0.02	—	0.02	0.02	—	0.02	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.08	0.10	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	13.4	13.4	< 0.005	< 0.005	—	13.4
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.21	2.21	< 0.005	< 0.005	—	2.22

Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.10	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	29.9	29.9	< 0.005	< 0.005	< 0.005	30.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	19.7	19.7	< 0.005	< 0.005	< 0.005	20.7
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.66	1.66	< 0.005	< 0.005	< 0.005	1.68
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.08	1.08	< 0.005	< 0.005	< 0.005	1.13
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.28	0.28	< 0.005	< 0.005	< 0.005	0.28
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.18	0.18	< 0.005	< 0.005	< 0.005	0.19

3.11. Demolition (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.23	0.19	1.54	1.85	< 0.005	0.04	—	0.04	0.04	—	0.04	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.54	1.85	< 0.005	0.04	—	0.04	0.04	—	0.04	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.29	0.35	< 0.005	0.01	—	0.01	0.01	—	0.01	—	45.9	45.9	< 0.005	< 0.005	—	46.1
Demolition	—	—	—	—	—	—	0.02	0.02	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.05	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	7.60	7.60	< 0.005	< 0.005	—	7.62
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	0.01	0.01	0.01	0.14	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	33.2	33.2	< 0.005	< 0.005	0.13	33.7
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.9	20.9	< 0.005	< 0.005	0.04	22.0
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	31.6	31.6	< 0.005	< 0.005	< 0.005	31.9
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.9	20.9	< 0.005	< 0.005	< 0.005	22.0
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	6.01	6.01	< 0.005	< 0.005	0.01	6.09
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	3.93	3.93	< 0.005	< 0.005	< 0.005	4.13
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.00	1.00	< 0.005	< 0.005	< 0.005	1.01
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.65	0.65	< 0.005	< 0.005	< 0.005	0.68

3.12. Demolition (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.54	1.85	< 0.005	0.04	—	0.04	0.04	—	0.04	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.54	1.85	< 0.005	0.04	—	0.04	0.04	—	0.04	—	244	244	0.01	< 0.005	—	245	
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Off-Road Equipment	0.04	0.04	0.29	0.35	< 0.005	0.01	—	0.01	0.01	—	0.01	—	45.9	45.9	< 0.005	< 0.005	—	46.1	
Demolition	—	—	—	—	—	—	0.02	0.02	—	< 0.005	< 0.005	—	—	—	—	—	—	—	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Off-Road Equipment	0.01	0.01	0.05	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	7.60	7.60	< 0.005	< 0.005	—	7.62	
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.01	0.01	0.01	0.14	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	33.2	33.2	< 0.005	< 0.005	0.13	33.7	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.9	20.9	< 0.005	< 0.005	0.04	22.0	

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	31.6	31.6	< 0.005	< 0.005	< 0.005	31.9
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.9	20.9	< 0.005	< 0.005	< 0.005	22.0
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	6.01	6.01	< 0.005	< 0.005	0.01	6.09
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	3.93	3.93	< 0.005	< 0.005	< 0.005	4.13
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.00	1.00	< 0.005	< 0.005	< 0.005	1.01
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.65	0.65	< 0.005	< 0.005	< 0.005	0.68

3.13. Demolition (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.21	0.18	1.50	1.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.21	0.18	1.50	1.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.07	1.31	< 0.005	0.03	—	0.03	0.02	—	0.02	—	174	174	0.01	< 0.005	—	175
Demolition	—	—	—	—	—	—	0.06	0.06	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.02	0.20	0.24	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	28.9	28.9	< 0.005	< 0.005	—	29.0
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.13	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	32.6	32.6	< 0.005	< 0.005	0.11	33.0
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.6	20.6	< 0.005	< 0.005	0.04	21.6

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	31.0	31.0	< 0.005	< 0.005	< 0.005	31.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.6	20.6	< 0.005	< 0.005	< 0.005	21.6
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	0.01	0.01	—	22.4	22.4	< 0.005	< 0.005	0.03	22.7
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	14.7	14.7	< 0.005	< 0.005	0.01	15.4
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.71	3.71	< 0.005	< 0.005	0.01	3.76
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.43	2.43	< 0.005	< 0.005	< 0.005	2.55

3.14. Demolition (2026) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.21	0.18	1.50	1.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.21	0.18	1.50	1.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.07	1.31	< 0.005	0.03	—	0.03	0.02	—	0.02	—	174	174	0.01	< 0.005	—	175
Demolition	—	—	—	—	—	—	0.06	0.06	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.02	0.20	0.24	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	28.9	28.9	< 0.005	< 0.005	—	29.0
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.13	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	32.6	32.6	< 0.005	< 0.005	0.11	33.0
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.6	20.6	< 0.005	< 0.005	0.04	21.6

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	31.0	31.0	< 0.005	< 0.005	< 0.005	31.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.6	20.6	< 0.005	< 0.005	< 0.005	21.6
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	0.01	0.01	—	22.4	22.4	< 0.005	< 0.005	0.03	22.7
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	14.7	14.7	< 0.005	< 0.005	0.01	15.4
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.71	3.71	< 0.005	< 0.005	0.01	3.76
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.43	2.43	< 0.005	< 0.005	< 0.005	2.55

3.15. Demolition (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.46	1.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.46	1.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.12	1.04	1.30	< 0.005	0.02	—	0.02	0.02	—	0.02	—	174	174	0.01	< 0.005	—	175
Demolition	—	—	—	—	—	—	0.06	0.06	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.02	0.19	0.24	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	28.9	28.9	< 0.005	< 0.005	—	29.0
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	32.0	32.0	< 0.005	< 0.005	0.10	32.5
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.2	20.2	< 0.005	< 0.005	0.04	21.2

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	30.5	30.5	< 0.005	< 0.005	< 0.005	30.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.2	20.2	< 0.005	< 0.005	< 0.005	21.2
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	0.01	0.01	—	22.1	22.1	< 0.005	< 0.005	0.03	22.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	14.4	14.4	< 0.005	< 0.005	0.01	15.1
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.65	3.65	< 0.005	< 0.005	0.01	3.70
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.38	2.38	< 0.005	< 0.005	< 0.005	2.51

3.16. Demolition (2027) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.46	1.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.46	1.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.12	1.04	1.30	< 0.005	0.02	—	0.02	0.02	—	0.02	—	174	174	0.01	< 0.005	—	175
Demolition	—	—	—	—	—	—	0.06	0.06	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.02	0.19	0.24	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	28.9	28.9	< 0.005	< 0.005	—	29.0
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	32.0	32.0	< 0.005	< 0.005	0.10	32.5
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.2	20.2	< 0.005	< 0.005	0.04	21.2

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	30.5	30.5	< 0.005	< 0.005	< 0.005	30.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	20.2	20.2	< 0.005	< 0.005	< 0.005	21.2
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	0.01	0.01	—	22.1	22.1	< 0.005	< 0.005	0.03	22.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	14.4	14.4	< 0.005	< 0.005	0.01	15.1
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.65	3.65	< 0.005	< 0.005	0.01	3.70
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.38	2.38	< 0.005	< 0.005	< 0.005	2.51

3.17. Demolition (2028) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.19	0.16	1.42	1.81	< 0.005	0.02	—	0.02	0.02	—	0.02	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.08	0.10	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	13.4	13.4	< 0.005	< 0.005	—	13.4
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	2.21	2.21	< 0.005	< 0.005	—	2.22
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.10	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	29.9	29.9	< 0.005	< 0.005	< 0.005	< 0.005	30.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	19.7	19.7	< 0.005	< 0.005	< 0.005	< 0.005	20.7
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.66	1.66	< 0.005	< 0.005	< 0.005	< 0.005	1.68
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.08	1.08	< 0.005	< 0.005	< 0.005	< 0.005	1.13

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.28	0.28	< 0.005	< 0.005	< 0.005	0.28
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.18	0.18	< 0.005	< 0.005	< 0.005	0.19

3.18. Demolition (2028) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.19	0.16	1.42	1.81	< 0.005	0.02	—	0.02	0.02	—	0.02	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.09	0.09	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.08	0.10	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	13.4	13.4	< 0.005	< 0.005	—	13.4
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.21	2.21	< 0.005	< 0.005	—	2.22

Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.10	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	29.9	29.9	< 0.005	< 0.005	< 0.005	30.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	19.7	19.7	< 0.005	< 0.005	< 0.005	20.7
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.66	1.66	< 0.005	< 0.005	< 0.005	1.68
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.08	1.08	< 0.005	< 0.005	< 0.005	1.13
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.28	0.28	< 0.005	< 0.005	< 0.005	0.28
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.18	0.18	< 0.005	< 0.005	< 0.005	0.19

3.19. Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	1.46	1.22	10.9	9.21	0.03	0.43	—	0.43	0.40	—	0.40	—	2,834	2,834	0.11	0.02	—	2,843
Dust From Material Movement:	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.46	1.22	10.9	9.21	0.03	0.43	—	0.43	0.40	—	0.40	—	2,834	2,834	0.11	0.02	—	2,843
Dust From Material Movement:	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.52	0.44	3.92	3.32	0.01	0.16	—	0.16	0.14	—	0.14	—	1,020	1,020	0.04	0.01	—	1,024
Dust From Material Movement:	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	0.08	0.71	0.61	< 0.005	0.03	—	0.03	0.03	—	0.03	—	169	169	0.01	< 0.005	—	170
Dust From Material Movement:	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.07	1.05	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	237	237	< 0.005	0.01	0.97	241	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.07	0.06	0.08	0.91	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	226	226	< 0.005	0.01	0.03	228	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.03	0.02	0.03	0.34	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	82.4	82.4	< 0.005	< 0.005	0.15	83.5	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	0.01	0.06	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	13.6	13.6	< 0.005	< 0.005	0.03	13.8	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

3.20. Grading (2024) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.46	1.22	10.9	9.21	0.03	0.43	—	0.43	0.40	—	0.40	—	2,834	2,834	0.11	0.02	—	2,843
Dust From Material Movement:	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.46	1.22	10.9	9.21	0.03	0.43	—	0.43	0.40	—	0.40	—	2,834	2,834	0.11	0.02	—	2,843
Dust From Material Movement:	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.52	0.44	3.92	3.32	0.01	0.16	—	0.16	0.14	—	0.14	—	1,020	1,020	0.04	0.01	—	1,024
Dust From Material Movement:	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	0.08	0.71	0.61	< 0.005	0.03	—	0.03	0.03	—	0.03	—	169	169	0.01	< 0.005	—	170

Dust From Material Movement:	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.07	1.05	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	237	237	< 0.005	0.01	0.97	241
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.08	0.91	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	226	226	< 0.005	0.01	0.03	228
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.02	0.03	0.34	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	82.4	82.4	< 0.005	< 0.005	0.15	83.5
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.06	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	13.6	13.6	< 0.005	< 0.005	0.03	13.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.21. Grading (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.39	1.17	10.1	9.05	0.03	0.40	—	0.40	0.37	—	0.37	—	2,834	2,834	0.11	0.02	—	2,844
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.39	1.17	10.1	9.05	0.03	0.40	—	0.40	0.37	—	0.37	—	2,834	2,834	0.11	0.02	—	2,844
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.49	0.41	3.58	3.21	0.01	0.14	—	0.14	0.13	—	0.13	—	1,004	1,004	0.04	0.01	—	1,007
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.08	0.65	0.59	< 0.005	0.03	—	0.03	0.02	—	0.02	—	166	166	0.01	< 0.005	—	167
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.06	0.98	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	232	232	< 0.005	0.01	0.88	236
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.07	0.85	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	221	221	< 0.005	0.01	0.02	224
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.31	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	79.4	79.4	< 0.005	< 0.005	0.13	80.4
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.06	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	13.1	13.1	< 0.005	< 0.005	0.02	13.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.22. Grading (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.39	1.17	10.1	9.05	0.03	0.40	—	0.40	0.37	—	0.37	—	2,834	2,834	0.11	0.02	—	2,844
Dust From Material Movement:	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.39	1.17	10.1	9.05	0.03	0.40	—	0.40	0.37	—	0.37	—	2,834	2,834	0.11	0.02	—	2,844
Dust From Material Movement:	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.49	0.41	3.58	3.21	0.01	0.14	—	0.14	0.13	—	0.13	—	1,004	1,004	0.04	0.01	—	1,007
Dust From Material Movement:	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.08	0.65	0.59	< 0.005	0.03	—	0.03	0.02	—	0.02	—	166	166	0.01	< 0.005	—	167	
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.07	0.06	0.06	0.98	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	232	232	< 0.005	0.01	0.88	236	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.07	0.06	0.07	0.85	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	221	221	< 0.005	0.01	0.02	224	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.02	0.02	0.02	0.31	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	79.4	79.4	< 0.005	< 0.005	0.13	80.4	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	0.06	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	13.1	13.1	< 0.005	< 0.005	0.02	13.3	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
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3.23. Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.02	< 0.005	0.21	0.09	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	—	166	166	0.01	0.03	0.35	175
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.02	< 0.005	0.21	0.09	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	—	166	166	0.01	0.03	0.01	174
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.08	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	< 0.005	—	59.8	59.8	< 0.005	0.01	0.05	62.8
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	9.90	9.90	< 0.005	< 0.005	0.01	10.4

3.24. Grading (2024) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.02	< 0.005	0.21	0.09	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	0.01	—	166	166	0.01	0.03	0.35	175
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.02	< 0.005	0.21	0.09	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	0.01	—	166	166	0.01	0.03	0.01	174
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.08	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	< 0.005	0.01	—	59.8	59.8	< 0.005	0.01	0.05	62.8
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.01	—	9.90	9.90	< 0.005	< 0.005	0.01	10.4

3.25. Grading (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.02	< 0.005	0.21	0.09	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	—	163	163	0.01	0.03	0.01	171
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	—	18.8	18.8	< 0.005	< 0.005	0.02	19.8
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	3.12	3.12	< 0.005	< 0.005	< 0.005	3.28

3.26. Grading (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.02	< 0.005	0.21	0.09	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	—	163	163	0.01	0.03	0.01	171
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	—	18.8	18.8	< 0.005	< 0.005	0.02	19.8
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	3.12	3.12	< 0.005	< 0.005	< 0.005	3.28

3.27. Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.10	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	80.7	80.7	0.01	0.01	0.17	84.8
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.10	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	80.7	80.7	0.01	0.01	< 0.005	84.7
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.04	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	27.9	27.9	< 0.005	< 0.005	0.03	29.4
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	4.63	4.63	< 0.005	< 0.005	< 0.005	4.86

3.28. Grading (2024) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.10	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	80.7	80.7	0.01	0.01	0.17	84.8	
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.10	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	80.7	80.7	0.01	0.01	< 0.005	84.7	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.04	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	27.9	27.9	< 0.005	< 0.005	0.03	29.4	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	4.63	4.63	< 0.005	< 0.005	< 0.005	4.86	

3.29. Grading (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.10	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	79.3	79.3	0.01	0.01	< 0.005	83.3
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	10.2	10.2	< 0.005	< 0.005	0.01	10.8
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.70	1.70	< 0.005	< 0.005	< 0.005	1.78

3.30. Grading (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.10	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	79.3	79.3	0.01	0.01	< 0.005	83.3
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	10.2	10.2	< 0.005	< 0.005	0.01	10.8
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.70	1.70	< 0.005	< 0.005	< 0.005	1.78

3.31. Grading (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.08	0.02	0.95	0.42	0.01	0.01	0.20	0.21	0.01	0.06	0.07	—	778	778	0.06	0.13	1.64	819
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.07	0.02	0.98	0.42	0.01	0.01	0.20	0.21	0.01	0.06	0.07	—	778	778	0.06	0.13	0.04	818
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.05	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	40.5	40.5	< 0.005	0.01	0.04	42.6
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	6.71	6.71	< 0.005	< 0.005	0.01	7.05

3.32. Grading (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.08	0.02	0.95	0.42	0.01	0.01	0.20	0.21	0.01	0.06	0.07	0.07	—	778	778	0.06	0.13	1.64	819
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.07	0.02	0.98	0.42	0.01	0.01	0.20	0.21	0.01	0.06	0.07	0.07	—	778	778	0.06	0.13	0.04	818
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.05	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	—	40.5	40.5	< 0.005	0.01	0.04	42.6
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	6.71	6.71	< 0.005	< 0.005	0.01	7.05

3.33. Grading (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.07	0.02	0.88	0.39	< 0.005	0.01	0.19	0.20	0.01	0.05	0.06	—	722	722	0.06	0.12	1.52	760

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.02	< 0.005	0.20	0.09	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	—	158	158	0.01	0.03	0.14	166
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.04	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	26.2	26.2	< 0.005	< 0.005	0.02	27.5

3.34. Grading (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.07	0.02	0.88	0.39	< 0.005	0.01	0.19	0.20	0.01	0.05	0.06	—	722	722	0.06	0.12	1.52	760
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.02	< 0.005	0.20	0.09	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	—	158	158	0.01	0.03	0.14	166
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.04	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	26.2	26.2	< 0.005	< 0.005	0.02	27.5

3.35. Grading (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.07	0.01	0.83	0.37	< 0.005	0.01	0.18	0.19	0.01	0.05	0.06	—	685	685	0.06	0.11	1.44	721
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.19	0.08	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	—	150	150	0.01	0.02	0.14	158
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	24.9	24.9	< 0.005	< 0.005	0.02	26.1

3.36. Grading (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.07	0.01	0.83	0.37	< 0.005	0.01	0.18	0.19	0.01	0.05	0.06	—	685	685	0.06	0.11	1.44	721
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Hauling	0.01	< 0.005	0.19	0.08	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	—	150	150	0.01	0.02	0.14	158
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	24.9	24.9	< 0.005	< 0.005	0.02	26.1

3.37. Grading (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.02	< 0.005	0.28	0.13	< 0.005	< 0.005	0.06	0.06	< 0.005	0.02	0.02	—	233	233	0.02	0.04	0.49	245
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	3.83	3.83	< 0.005	< 0.005	< 0.005	4.03
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.63	0.63	< 0.005	< 0.005	< 0.005	0.67

3.38. Grading (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dust From Material Movement:	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.02	< 0.005	0.28	0.13	< 0.005	< 0.005	0.06	0.06	< 0.005	0.02	0.02	—	233	233	0.02	0.04	0.49	245

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	3.83	3.83	< 0.005	< 0.005	< 0.005	4.03
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.63	0.63	< 0.005	< 0.005	< 0.005	0.67

3.39. Demolition (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.54	1.85	< 0.005	0.04	—	0.04	0.04	—	0.04	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.26	0.26	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.54	1.85	< 0.005	0.04	—	0.04	0.04	—	0.04	—	244	244	0.01	< 0.005	—	245

Demolition	—	—	—	—	—	—	0.26	0.26	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.29	0.35	< 0.005	0.01	—	0.01	0.01	—	0.01	—	45.9	45.9	< 0.005	< 0.005	—	46.1
Demolition	—	—	—	—	—	—	0.05	0.05	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.05	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	7.60	7.60	< 0.005	< 0.005	—	7.62
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.14	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	33.2	33.2	< 0.005	< 0.005	0.13	33.7
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.07	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	61.4	61.4	< 0.005	0.01	0.13	64.6
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	31.6	31.6	< 0.005	< 0.005	< 0.005	31.9
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.08	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	61.4	61.4	< 0.005	0.01	< 0.005	64.5

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	6.01	6.01	< 0.005	< 0.005	0.01	6.09
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	11.5	11.5	< 0.005	< 0.005	0.01	12.1
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.00	1.00	< 0.005	< 0.005	< 0.005	1.01
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.91	1.91	< 0.005	< 0.005	< 0.005	2.01

3.40. Demolition (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.54	1.85	< 0.005	0.04	—	0.04	0.04	—	0.04	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.26	0.26	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.54	1.85	< 0.005	0.04	—	0.04	0.04	—	0.04	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.26	0.26	—	0.04	0.04	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.29	0.35	< 0.005	0.01	—	0.01	0.01	—	0.01	—	45.9	45.9	< 0.005	< 0.005	—	46.1	
Demolition	—	—	—	—	—	—	0.05	0.05	—	0.01	0.01	—	—	—	—	—	—	—	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Off-Road Equipment	0.01	0.01	0.05	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	7.60	7.60	< 0.005	< 0.005	—	7.62	
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.01	0.01	0.01	0.14	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	33.2	33.2	< 0.005	< 0.005	0.13	33.7	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.01	< 0.005	0.07	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	61.4	61.4	< 0.005	0.01	0.13	64.6	
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	31.6	31.6	< 0.005	< 0.005	< 0.005	31.9	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.01	< 0.005	0.08	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	61.4	61.4	< 0.005	0.01	< 0.005	64.5	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	

Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	6.01	6.01	< 0.005	< 0.005	0.01	6.09
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	11.5	11.5	< 0.005	< 0.005	0.01	12.1
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.00	1.00	< 0.005	< 0.005	< 0.005	1.01
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.91	1.91	< 0.005	< 0.005	< 0.005	2.01

3.41. Demolition (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.21	0.18	1.50	1.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.26	0.26	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.21	0.18	1.50	1.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.26	0.26	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.07	1.31	< 0.005	0.03	—	0.03	0.02	—	0.02	—	174	174	0.01	< 0.005	—	175
Demolition	—	—	—	—	—	—	0.19	0.19	—	0.03	0.03	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.02	0.20	0.24	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	28.9	28.9	< 0.005	< 0.005	—	29.0
Demolition	—	—	—	—	—	—	0.03	0.03	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.13	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	32.6	32.6	< 0.005	< 0.005	0.11	33.0
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.07	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	60.3	60.3	< 0.005	0.01	0.12	63.4
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	31.0	31.0	< 0.005	< 0.005	< 0.005	31.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.07	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	60.3	60.3	< 0.005	0.01	< 0.005	63.3
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	0.01	0.01	—	22.4	22.4	< 0.005	< 0.005	0.03	22.7
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Hauling	< 0.005	< 0.005	0.05	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	43.1	43.1	< 0.005	0.01	0.04	45.2
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.71	3.71	< 0.005	< 0.005	0.01	3.76
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	7.13	7.13	< 0.005	< 0.005	0.01	7.49

3.42. Demolition (2026) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.21	0.18	1.50	1.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.26	0.26	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.21	0.18	1.50	1.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.26	0.26	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.07	1.31	< 0.005	0.03	—	0.03	0.02	—	0.02	—	174	174	0.01	< 0.005	—	175

Demolition	—	—	—	—	—	—	0.19	0.19	—	0.03	0.03	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.02	0.20	0.24	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	28.9	28.9	< 0.005	< 0.005	—	29.0
Demolition	—	—	—	—	—	—	0.03	0.03	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.13	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	32.6	32.6	< 0.005	< 0.005	0.11	33.0
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.07	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	60.3	60.3	< 0.005	0.01	0.12	63.4
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	31.0	31.0	< 0.005	< 0.005	< 0.005	31.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.07	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	60.3	60.3	< 0.005	0.01	< 0.005	63.3
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	0.01	0.01	—	22.4	22.4	< 0.005	< 0.005	0.03	22.7
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.05	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	43.1	43.1	< 0.005	0.01	0.04	45.2
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.71	3.71	< 0.005	< 0.005	0.01	3.76
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	7.13	7.13	< 0.005	< 0.005	0.01	7.49
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3.43. Demolition (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.46	1.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.26	0.26	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.46	1.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.26	0.26	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.11	0.96	1.20	< 0.005	0.02	—	0.02	0.02	—	0.02	—	161	161	0.01	< 0.005	—	161
Demolition	—	—	—	—	—	—	0.17	0.17	—	0.03	0.03	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.02	0.18	0.22	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	26.6	26.6	< 0.005	< 0.005	—	26.7
Demolition	—	—	—	—	—	—	0.03	0.03	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	32.0	32.0	< 0.005	< 0.005	0.10	32.5
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.07	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	59.1	59.1	< 0.005	0.01	0.11	62.2
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	30.5	30.5	< 0.005	< 0.005	< 0.005	30.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.07	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	59.2	59.2	< 0.005	0.01	< 0.005	62.1
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	< 0.005	0.01	0.07	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	20.4	20.4	< 0.005	< 0.005	0.03	20.6
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.05	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	39.0	39.0	< 0.005	0.01	0.03	41.0
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.37	3.37	< 0.005	< 0.005	< 0.005	3.42
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	6.46	6.46	< 0.005	< 0.005	0.01	6.79

3.44. Demolition (2027) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.46	1.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.26	0.26	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.46	1.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	244	244	0.01	< 0.005	—	245
Demolition	—	—	—	—	—	—	0.26	0.26	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.11	0.96	1.20	< 0.005	0.02	—	0.02	0.02	—	0.02	—	161	161	0.01	< 0.005	—	161
Demolition	—	—	—	—	—	—	0.17	0.17	—	0.03	0.03	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.02	0.02	0.18	0.22	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	26.6	26.6	< 0.005	< 0.005	—	26.7
Demolition	—	—	—	—	—	—	0.03	0.03	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	32.0	32.0	< 0.005	< 0.005	0.10	32.5
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.07	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	59.1	59.1	< 0.005	0.01	0.11	62.2
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	30.5	30.5	< 0.005	< 0.005	< 0.005	30.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.07	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	0.01	—	59.2	59.2	< 0.005	0.01	< 0.005	62.1
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	< 0.005	0.01	0.07	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	20.4	20.4	< 0.005	< 0.005	0.03	20.6
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.05	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	39.0	39.0	< 0.005	0.01	0.03	41.0
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.37	3.37	< 0.005	< 0.005	< 0.005	3.42
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	6.46	6.46	< 0.005	< 0.005	0.01	6.79

3.45. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.56	0.47	4.50	5.70	0.01	0.18	—	0.18	0.16	—	0.16	—	1,137	1,137	0.05	0.01	—	1,141
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.56	0.47	4.50	5.70	0.01	0.18	—	0.18	0.16	—	0.16	—	1,137	1,137	0.05	0.01	—	1,141
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.62	2.05	< 0.005	0.06	—	0.06	0.06	—	0.06	—	409	409	0.02	< 0.005	—	411
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.03	0.30	0.37	< 0.005	0.01	—	0.01	0.01	—	0.01	—	67.8	67.8	< 0.005	< 0.005	—	68.0
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.34	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	80.8	80.8	< 0.005	< 0.005	0.31	82.0

Vendor	0.01	< 0.005	0.08	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	75.8	75.8	< 0.005	0.01	0.21	79.2
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.29	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	76.9	76.9	< 0.005	< 0.005	0.01	77.8
Vendor	0.01	< 0.005	0.08	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	75.8	75.8	< 0.005	0.01	0.01	79.1
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	28.1	28.1	< 0.005	< 0.005	0.05	28.4
Vendor	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	27.3	27.3	< 0.005	< 0.005	0.03	28.5
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	4.65	4.65	< 0.005	< 0.005	0.01	4.71
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	4.52	4.52	< 0.005	< 0.005	0.01	4.72
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.46. Building Construction (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.56	0.47	4.50	5.70	0.01	0.18	—	0.18	0.16	—	0.16	—	1,137	1,137	0.05	0.01	—	1,141
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.56	0.47	4.50	5.70	0.01	0.18	—	0.18	0.16	—	0.16	—	1,137	1,137	0.05	0.01	—	1,141
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.17	1.62	2.05	< 0.005	0.06	—	0.06	0.06	—	0.06	—	409	409	0.02	< 0.005	—	411
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.03	0.30	0.37	< 0.005	0.01	—	0.01	0.01	—	0.01	—	67.8	67.8	< 0.005	< 0.005	—	68.0
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.34	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	80.8	80.8	< 0.005	< 0.005	0.31	82.0
Vendor	0.01	< 0.005	0.08	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	75.8	75.8	< 0.005	0.01	0.21	79.2
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.29	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	76.9	76.9	< 0.005	< 0.005	0.01	77.8
Vendor	0.01	< 0.005	0.08	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	75.8	75.8	< 0.005	0.01	0.01	79.1
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	28.1	28.1	< 0.005	< 0.005	0.05	28.4
Vendor	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	27.3	27.3	< 0.005	< 0.005	0.03	28.5
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	4.65	4.65	< 0.005	< 0.005	0.01	4.71
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	4.52	4.52	< 0.005	< 0.005	0.01	4.72
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.47. Building Construction (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.53	0.45	4.25	5.68	0.01	0.16	—	0.16	0.15	—	0.15	—	1,137	1,137	0.05	0.01	—	1,141
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.03	0.26	0.34	< 0.005	0.01	—	0.01	0.01	—	0.01	—	69.0	69.0	< 0.005	< 0.005	—	69.2
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	< 0.005	0.05	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	11.4	11.4	< 0.005	< 0.005	—	11.5

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.28	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	75.5	75.5	< 0.005	< 0.005	0.01	76.4	
Vendor	0.01	< 0.005	0.08	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	74.6	74.6	< 0.005	0.01	< 0.005	77.8	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.64	4.64	< 0.005	< 0.005	0.01	4.70	
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	4.52	4.52	< 0.005	< 0.005	0.01	4.72	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.77	0.77	< 0.005	< 0.005	< 0.005	0.78	
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.75	0.75	< 0.005	< 0.005	< 0.005	0.78	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

3.48. Building Construction (2026) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.53	0.45	4.25	5.68	0.01	0.16	—	0.16	0.15	—	0.15	—	1,137	1,137	0.05	0.01	—	1,141
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.03	0.26	0.34	< 0.005	0.01	—	0.01	0.01	—	0.01	—	69.0	69.0	< 0.005	< 0.005	—	69.2
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	< 0.005	0.05	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	11.4	11.4	< 0.005	< 0.005	—	11.5
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.28	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	75.5	75.5	< 0.005	< 0.005	0.01	76.4
Vendor	0.01	< 0.005	0.08	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	74.6	74.6	< 0.005	0.01	< 0.005	77.8
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.64	4.64	< 0.005	< 0.005	0.01	4.70
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	4.52	4.52	< 0.005	< 0.005	0.01	4.72
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.77	0.77	< 0.005	< 0.005	< 0.005	0.78
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.75	0.75	< 0.005	< 0.005	< 0.005	0.78
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.49. Building Construction (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.53	0.45	4.25	5.68	0.01	0.16	—	0.16	0.15	—	0.15	—	1,137	1,137	0.05	0.01	—	1,141
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.05	0.51	0.68	< 0.005	0.02	—	0.02	0.02	—	0.02	—	136	136	0.01	< 0.005	—	136
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.09	0.12	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	22.5	22.5	< 0.005	< 0.005	—	22.5
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.28	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	75.5	75.5	< 0.005	< 0.005	0.01	76.4
Vendor	0.01	< 0.005	0.08	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	74.6	74.6	< 0.005	0.01	< 0.005	77.8
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	9.13	9.13	< 0.005	< 0.005	0.01	9.25
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	8.90	8.90	< 0.005	< 0.005	0.01	9.30
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.51	1.51	< 0.005	< 0.005	< 0.005	1.53
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.47	1.47	< 0.005	< 0.005	< 0.005	1.54
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.50. Building Construction (2026) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.53	0.45	4.25	5.68	0.01	0.16	—	0.16	0.15	—	0.15	—	1,137	1,137	0.05	0.01	—	1,141

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.05	0.51	0.68	< 0.005	0.02	—	0.02	0.02	—	0.02	—	136	136	0.01	< 0.005	—	136	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Off-Road Equipment	0.01	0.01	0.09	0.12	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	22.5	22.5	< 0.005	< 0.005	—	22.5	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.02	0.02	0.02	0.28	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	75.5	75.5	< 0.005	< 0.005	0.01	76.4	
Vendor	0.01	< 0.005	0.08	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	74.6	74.6	< 0.005	0.01	< 0.005	77.8	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	9.13	9.13	< 0.005	< 0.005	0.01	9.25	
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	8.90	8.90	< 0.005	< 0.005	0.01	9.30	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.51	1.51	< 0.005	< 0.005	< 0.005	1.53	
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.47	1.47	< 0.005	< 0.005	< 0.005	1.54	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

3.51. Building Construction (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.52	0.44	4.08	5.67	0.01	0.15	—	0.15	0.13	—	0.13	—	1,137	1,137	0.05	0.01	—	1,141
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.08	0.72	1.00	< 0.005	0.03	—	0.03	0.02	—	0.02	—	200	200	0.01	< 0.005	—	201
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.13	0.18	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	33.2	33.2	< 0.005	< 0.005	—	33.3
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	0.02	0.02	0.02	0.26	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	74.2	74.2	< 0.005	< 0.005	0.01	75.1
Vendor	0.01	< 0.005	0.08	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	73.2	73.2	< 0.005	0.01	< 0.005	76.3
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	13.2	13.2	< 0.005	< 0.005	0.02	13.4
Vendor	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	12.9	12.9	< 0.005	< 0.005	0.01	13.4
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.19	2.19	< 0.005	< 0.005	< 0.005	2.22
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.13	2.13	< 0.005	< 0.005	< 0.005	2.23
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.52. Building Construction (2027) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.52	0.44	4.08	5.67	0.01	0.15	—	0.15	0.13	—	0.13	—	1,137	1,137	0.05	0.01	—	1,141
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.09	0.08	0.72	1.00	< 0.005	0.03	—	0.03	0.02	—	0.02	—	200	200	0.01	< 0.005	—	201
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.13	0.18	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	33.2	33.2	< 0.005	< 0.005	—	33.3
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.26	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	74.2	74.2	< 0.005	< 0.005	0.01	75.1
Vendor	0.01	< 0.005	0.08	0.04	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	73.2	73.2	< 0.005	0.01	< 0.005	76.3
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	13.2	13.2	< 0.005	< 0.005	0.02	13.4
Vendor	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	12.9	12.9	< 0.005	< 0.005	0.01	13.4
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.19	2.19	< 0.005	< 0.005	< 0.005	2.22
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.13	2.13	< 0.005	< 0.005	< 0.005	2.23
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.53. Architectural Coating (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	0.88	1.14	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	14.3	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.83	1.83	< 0.005	< 0.005	—	1.84
Architectural Coatings	—	0.20	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.30	0.30	< 0.005	< 0.005	—	0.30
Architectural Coatings	—	0.04	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	30.8	30.8	< 0.005	< 0.005	< 0.005	31.1
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.43	0.43	< 0.005	< 0.005	< 0.005	0.43
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.07	0.07	< 0.005	< 0.005	< 0.005	0.07
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.54. Architectural Coating (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	0.88	1.14	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134

Architect Coatings	—	14.3	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.83	1.83	< 0.005	< 0.005	—	1.84
Architect ural Coatings	—	0.20	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.30	0.30	< 0.005	< 0.005	—	0.30
Architect ural Coatings	—	0.04	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	30.8	30.8	< 0.005	< 0.005	< 0.005	31.1
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.43	0.43	< 0.005	< 0.005	< 0.005	0.43
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.07	0.07	< 0.005	< 0.005	< 0.005	0.07
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.55. Trenching (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.89	2.42	22.7	19.8	0.04	0.96	—	0.96	0.88	—	0.88	—	4,537	4,537	0.18	0.04	—	4,553
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.89	2.42	22.7	19.8	0.04	0.96	—	0.96	0.88	—	0.88	—	4,537	4,537	0.18	0.04	—	4,553
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.04	0.88	8.20	7.16	0.02	0.35	—	0.35	0.32	—	0.32	—	1,641	1,641	0.07	0.01	—	1,647

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.19	0.16	1.50	1.31	< 0.005	0.06	—	0.06	0.06	—	0.06	—	272	272	0.01	< 0.005	—	273	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.09	0.08	0.09	1.35	0.00	0.00	0.29	0.29	0.00	0.07	0.07	—	305	305	< 0.005	0.01	1.25	309	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.09	0.08	0.10	1.17	0.00	0.00	0.29	0.29	0.00	0.07	0.07	—	290	290	< 0.005	0.01	0.03	294	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.03	0.03	0.04	0.44	0.00	0.00	0.11	0.11	0.00	0.02	0.02	—	106	106	< 0.005	< 0.005	0.20	108	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.01	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	17.6	17.6	< 0.005	< 0.005	0.03	17.8	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

3.56. Trenching (2024) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.89	2.42	22.7	19.8	0.04	0.96	—	0.96	0.88	—	0.88	—	4,537	4,537	0.18	0.04	—	4,553
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.89	2.42	22.7	19.8	0.04	0.96	—	0.96	0.88	—	0.88	—	4,537	4,537	0.18	0.04	—	4,553
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.04	0.88	8.20	7.16	0.02	0.35	—	0.35	0.32	—	0.32	—	1,641	1,641	0.07	0.01	—	1,647
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.19	0.16	1.50	1.31	< 0.005	0.06	—	0.06	0.06	—	0.06	—	272	272	0.01	< 0.005	—	273
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.09	0.08	0.09	1.35	0.00	0.00	0.29	0.29	0.00	0.07	0.07	—	305	305	< 0.005	0.01	1.25	309
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.09	0.08	0.10	1.17	0.00	0.00	0.29	0.29	0.00	0.07	0.07	—	290	290	< 0.005	0.01	0.03	294
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.03	0.04	0.44	0.00	0.00	0.11	0.11	0.00	0.02	0.02	—	106	106	< 0.005	< 0.005	0.20	108
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	17.6	17.6	< 0.005	< 0.005	0.03	17.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.57. Trenching (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.82	0.69	6.67	8.28	0.01	0.35	—	0.35	0.32	—	0.32	—	1,379	1,379	0.06	0.01	—	1,384
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	0.09	0.82	1.02	< 0.005	0.04	—	0.04	0.04	—	0.04	—	170	170	0.01	< 0.005	—	171
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.02	0.15	0.19	< 0.005	0.01	—	0.01	0.01	—	0.01	—	28.1	28.1	< 0.005	< 0.005	—	28.2
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.15	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	33.9	33.9	< 0.005	< 0.005	0.14	34.4
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.03	4.03	< 0.005	< 0.005	0.01	4.08
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.67	0.67	< 0.005	< 0.005	< 0.005	0.68
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.58. Trenching (2024) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.82	0.69	6.67	8.28	0.01	0.35	—	0.35	0.32	—	0.32	—	1,379	1,379	0.06	0.01	—	1,384
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	0.09	0.82	1.02	< 0.005	0.04	—	0.04	0.04	—	0.04	—	170	170	0.01	< 0.005	—	171
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.02	0.15	0.19	< 0.005	0.01	—	0.01	0.01	—	0.01	—	28.1	28.1	< 0.005	< 0.005	—	28.2
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.15	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	33.9	33.9	< 0.005	< 0.005	0.14	34.4
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.03	4.03	< 0.005	< 0.005	0.01	4.08
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.67	0.67	< 0.005	< 0.005	< 0.005	0.68
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.59. Trenching (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.64	1.37	12.6	12.7	0.04	0.49	—	0.49	0.45	—	0.45	—	3,837	3,837	0.16	0.03	—	3,850
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.64	1.37	12.6	12.7	0.04	0.49	—	0.49	0.45	—	0.45	—	3,837	3,837	0.16	0.03	—	3,850
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.58	0.48	4.44	4.50	0.01	0.17	—	0.17	0.16	—	0.16	—	1,356	1,356	0.06	0.01	—	1,361
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.09	0.81	0.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	225	225	0.01	< 0.005	—	225
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.06	0.98	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	232	232	< 0.005	0.01	0.88	236
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.07	0.85	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	221	221	< 0.005	0.01	0.02	224
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	0.02	0.02	0.02	0.31	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	79.2	79.2	< 0.005	< 0.005	0.13	80.2
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.06	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	13.1	13.1	< 0.005	< 0.005	0.02	13.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.60. Trenching (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.64	1.37	12.6	12.7	0.04	0.49	—	0.49	0.45	—	0.45	—	3,837	3,837	0.16	0.03	—	3,850
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.64	1.37	12.6	12.7	0.04	0.49	—	0.49	0.45	—	0.45	—	3,837	3,837	0.16	0.03	—	3,850
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.58	0.48	4.44	4.50	0.01	0.17	—	0.17	0.16	—	0.16	—	1,356	1,356	0.06	0.01	—	1,361

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.09	0.81	0.82	< 0.005	0.03	—	0.03	0.03	—	0.03	—	225	225	0.01	< 0.005	—	225	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.07	0.06	0.06	0.98	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	232	232	< 0.005	0.01	0.88	236	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.07	0.06	0.07	0.85	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	221	221	< 0.005	0.01	0.02	224	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.02	0.02	0.02	0.31	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	79.2	79.2	< 0.005	< 0.005	0.13	80.2	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	0.06	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	13.1	13.1	< 0.005	< 0.005	0.02	13.3	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

3.61. Trenching (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.94	1.62	14.6	13.5	0.03	0.61	—	0.61	0.56	—	0.56	—	2,781	2,781	0.11	0.02	—	2,790
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.35	0.29	2.64	2.44	< 0.005	0.11	—	0.11	0.10	—	0.10	—	503	503	0.02	< 0.005	—	505
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.05	0.48	0.44	< 0.005	0.02	—	0.02	0.02	—	0.02	—	83.2	83.2	< 0.005	< 0.005	—	83.5
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.09	0.08	0.08	1.26	0.00	0.00	0.29	0.29	0.00	0.07	0.07	—	299	299	< 0.005	0.01	1.13	303
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.01	0.02	0.21	0.00	0.00	0.05	0.05	0.00	0.01	0.01	—	52.1	52.1	< 0.005	< 0.005	0.09	52.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.63	8.63	< 0.005	< 0.005	0.01	8.74
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.62. Trenching (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.94	1.62	14.6	13.5	0.03	0.61	—	0.61	0.56	—	0.56	—	2,781	2,781	0.11	0.02	—	2,790
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.35	0.29	2.64	2.44	< 0.005	0.11	—	0.11	0.10	—	0.10	—	503	503	0.02	< 0.005	—	505

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.05	0.48	0.44	< 0.005	0.02	—	0.02	0.02	—	0.02	—	83.2	83.2	< 0.005	< 0.005	—	83.5	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.09	0.08	0.08	1.26	0.00	0.00	0.29	0.29	0.00	0.07	0.07	—	299	299	< 0.005	0.01	1.13	303	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.02	0.01	0.02	0.21	0.00	0.00	0.05	0.05	0.00	0.01	0.01	—	52.1	52.1	< 0.005	< 0.005	0.09	52.8	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.63	8.63	< 0.005	< 0.005	0.01	8.74	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

3.63. Trenching (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
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Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.80	2.35	21.3	19.3	0.05	0.87	—	0.87	0.80	—	0.80	—	4,763	4,763	0.19	0.04	—	4,779
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.51	0.42	3.84	3.49	0.01	0.16	—	0.16	0.15	—	0.15	—	861	861	0.03	0.01	—	864
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.08	0.70	0.64	< 0.005	0.03	—	0.03	0.03	—	0.03	—	143	143	0.01	< 0.005	—	143
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.09	0.08	0.09	1.09	0.00	0.00	0.29	0.29	0.00	0.07	0.07	—	284	284	< 0.005	0.01	0.03	288
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.01	0.02	0.21	0.00	0.00	0.05	0.05	0.00	0.01	0.01	—	52.1	52.1	< 0.005	< 0.005	0.09	52.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.63	8.63	< 0.005	< 0.005	0.01	8.74
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.64. Trenching (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.80	2.35	21.3	19.3	0.05	0.87	—	0.87	0.80	—	0.80	—	4,763	4,763	0.19	0.04	—	4,779
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.51	0.42	3.84	3.49	0.01	0.16	—	0.16	0.15	—	0.15	—	861	861	0.03	0.01	—	864
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.09	0.08	0.70	0.64	< 0.005	0.03	—	0.03	0.03	—	0.03	—	143	143	0.01	< 0.005	—	143
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.09	0.08	0.09	1.09	0.00	0.00	0.29	0.29	0.00	0.07	0.07	—	284	284	< 0.005	0.01	0.03	288
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.01	0.02	0.21	0.00	0.00	0.05	0.05	0.00	0.01	0.01	—	52.1	52.1	< 0.005	< 0.005	0.09	52.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.63	8.63	< 0.005	< 0.005	0.01	8.74
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.65. Trenching (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.91	1.60	14.1	12.5	0.03	0.60	—	0.60	0.55	—	0.55	—	2,720	2,720	0.11	0.02	—	2,729
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.69	1.49	< 0.005	0.07	—	0.07	0.07	—	0.07	—	325	325	0.01	< 0.005	—	326
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.03	0.31	0.27	< 0.005	0.01	—	0.01	0.01	—	0.01	—	53.8	53.8	< 0.005	< 0.005	—	53.9
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.08	0.08	1.02	0.00	0.00	0.29	0.29	0.00	0.07	0.07	—	279	279	< 0.005	0.01	0.03	282
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	0.01	0.01	0.01	0.13	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	33.7	33.7	< 0.005	< 0.005	0.05	34.2
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	5.59	5.59	< 0.005	< 0.005	0.01	5.66
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.66. Trenching (2026) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.91	1.60	14.1	12.5	0.03	0.60	—	0.60	0.55	—	0.55	—	2,720	2,720	0.11	0.02	—	2,729
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.69	1.49	< 0.005	0.07	—	0.07	0.07	—	0.07	—	325	325	0.01	< 0.005	—	326
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.03	0.31	0.27	< 0.005	0.01	—	0.01	0.01	—	0.01	—	53.8	53.8	< 0.005	< 0.005	—	53.9

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.08	0.08	1.02	0.00	0.00	0.29	0.29	0.00	0.07	0.07	—	279	279	< 0.005	0.01	0.03	282	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.01	0.01	0.01	0.13	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	33.7	33.7	< 0.005	< 0.005	0.05	34.2	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	5.59	5.59	< 0.005	< 0.005	0.01	5.66	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

3.67. Trenching (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.87	1.57	13.6	12.3	0.03	0.57	—	0.57	0.52	—	0.52	—	2,720	2,720	0.11	0.02	—	2,729
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.10	0.83	0.74	< 0.005	0.03	—	0.03	0.03	—	0.03	—	165	165	0.01	< 0.005	—	166
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.02	0.15	0.14	< 0.005	0.01	—	0.01	0.01	—	0.01	—	27.3	27.3	< 0.005	< 0.005	—	27.4
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.07	0.96	0.00	0.00	0.29	0.29	0.00	0.07	0.07	—	274	274	< 0.005	0.01	0.02	277
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.06	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	16.9	16.9	< 0.005	< 0.005	0.02	17.1
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.79	2.79	< 0.005	< 0.005	< 0.005	2.83
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.68. Trenching (2027) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.87	1.57	13.6	12.3	0.03	0.57	—	0.57	0.52	—	0.52	—	2,720	2,720	0.11	0.02	—	2,729
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.10	0.83	0.74	< 0.005	0.03	—	0.03	0.03	—	0.03	—	165	165	0.01	< 0.005	—	166
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.02	0.15	0.14	< 0.005	0.01	—	0.01	0.01	—	0.01	—	27.3	27.3	< 0.005	< 0.005	—	27.4
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.07	0.96	0.00	0.00	0.29	0.29	0.00	0.07	0.07	—	274	274	< 0.005	0.01	0.02	277
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.06	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	16.9	16.9	< 0.005	< 0.005	0.02	17.1
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.79	2.79	< 0.005	< 0.005	< 0.005	2.83
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Mobile source emissions results are presented in Sections 2.6. No further detailed breakdown of emissions is available.

4.1.2. Mitigated

Mobile source emissions results are presented in Sections 2.5. No further detailed breakdown of emissions is available.

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	203	203	0.01	< 0.005	—	203
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	203	203	0.01	< 0.005	—	203
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	203	203	0.01	< 0.005	—	203
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	203	203	0.01	< 0.005	—	203
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	33.6	33.6	< 0.005	< 0.005	—	33.7
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	33.6	33.6	< 0.005	< 0.005	—	33.7

4.2.2. Electricity Emissions By Land Use - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	158	158	0.01	< 0.005	—	159
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	158	158	0.01	< 0.005	—	159
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	158	158	0.01	< 0.005	—	159
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	158	158	0.01	< 0.005	—	159
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	26.2	26.2	< 0.005	< 0.005	—	26.3
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	26.2	26.2	< 0.005	< 0.005	—	26.3

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	0.02	0.01	0.17	0.14	< 0.005	0.01	—	0.01	0.01	—	0.01	—	199	199	0.02	< 0.005	—	199
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.02	0.01	0.17	0.14	< 0.005	0.01	—	0.01	0.01	—	0.01	—	199	199	0.02	< 0.005	—	199
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	0.02	0.01	0.17	0.14	< 0.005	0.01	—	0.01	0.01	—	0.01	—	199	199	0.02	< 0.005	—	199
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.02	0.01	0.17	0.14	< 0.005	0.01	—	0.01	0.01	—	0.01	—	199	199	0.02	< 0.005	—	199
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	< 0.005	< 0.005	0.03	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	32.9	32.9	< 0.005	< 0.005	—	33.0
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	0.03	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	32.9	32.9	< 0.005	< 0.005	—	33.0

4.2.4. Natural Gas Emissions By Land Use - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	190	190	0.02	< 0.005	—	191
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	190	190	0.02	< 0.005	—	191
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	190	190	0.02	< 0.005	—	191
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	190	190	0.02	< 0.005	—	191
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	< 0.005	< 0.005	0.03	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	31.5	31.5	< 0.005	< 0.005	—	31.6
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	< 0.005	< 0.005	0.03	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	31.5	31.5	< 0.005	< 0.005	—	31.6

4.3. Area Emissions by Source

4.3.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	0.31	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.02	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.11	0.10	0.01	0.63	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.59	2.59	< 0.005	< 0.005	—	2.60
Total	0.11	0.43	0.01	0.63	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.59	2.59	< 0.005	< 0.005	—	2.60
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	0.31	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.02	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	0.33	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	0.06	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Architectural	—	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.01	0.01	< 0.005	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.29	0.29	< 0.005	< 0.005	—	0.30
Total	0.01	0.07	< 0.005	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.29	0.29	< 0.005	< 0.005	—	0.30

4.3.1. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	0.31	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.02	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.11	0.10	0.01	0.63	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.59	2.59	< 0.005	< 0.005	—	2.60
Total	0.11	0.43	0.01	0.63	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.59	2.59	< 0.005	< 0.005	—	2.60
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	0.31	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.02	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	0.33	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	0.06	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.01	0.01	< 0.005	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.29	0.29	< 0.005	< 0.005	—	0.30
Total	0.01	0.07	< 0.005	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.29	0.29	< 0.005	< 0.005	—	0.30

4.4. Water Emissions by Land Use

4.4.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

General Light Industry	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	1.06	5.52	6.59	0.11	< 0.005	—	10.1
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	1.06	5.52	6.59	0.11	< 0.005	—	10.1

4.4.1. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

General Light Industry	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	6.43	33.4	39.8	0.66	0.02	—	61.1
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	1.06	5.52	6.59	0.11	< 0.005	—	10.1
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	1.06	5.52	6.59	0.11	< 0.005	—	10.1

4.5. Waste Emissions by Land Use

4.5.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	9.69	0.00	9.69	0.97	0.00	—	33.9
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	9.69	0.00	9.69	0.97	0.00	—	33.9

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	9.69	0.00	9.69	0.97	0.00	—	33.9
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	9.69	0.00	9.69	0.97	0.00	—	33.9
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	1.60	0.00	1.60	0.16	0.00	—	5.61
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	1.60	0.00	1.60	0.16	0.00	—	5.61

4.5.1. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	4.85	0.00	4.85	0.48	0.00	—	17.0
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	4.85	0.00	4.85	0.48	0.00	—	17.0

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	4.85	0.00	4.85	0.48	0.00	—	17.0
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	4.85	0.00	4.85	0.48	0.00	—	17.0
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	0.80	0.00	0.80	0.08	0.00	—	2.81
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.80	0.00	0.80	0.08	0.00	—	2.81

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.62	0.62
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.62	0.62

4.6.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.77	3.77
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

General Light Industry	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.62	0.62
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.62	0.62

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.7.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
----------------	-----	-----	-----	----	-----	-------	-------	-------	--------	--------	--------	------	-------	------	-----	-----	---	------

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipme Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.4. Soil Carbon Accumulation By Vegetation Type - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.5. Above and Belowground Carbon Accumulation by Land Use Type - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.6. Avoided and Sequestered Emissions by Species - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Sequest	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Remove d	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequest ered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Remove d	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequest ered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Remove d	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Pump Station Demolition	Demolition	7/1/2026	10/31/2026	5.00	88.0	—
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	Demolition	9/27/2025	01/28/2028	5.00	30.0	—
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	Demolition	9/27/2025	1/28/2028	5.00	30.0	—
Pump Station Earthwork & Below Grade Concrete Construction	Grading	7/1/2024	06/30/2025	5.00	261	—
Micro tunneling - Soil Hauling to Plant Number 2	Grading	07/01/2024	02/28/2025	5.00	175	—
Micro tunneling - Soil Hauled from Plant 2 Offsite for Disposal	Grading	07/08/2024	03/07/2025	5.00	175	—
Micro tunneling - Soil Hauled from Plant 2 back to Project Site for Backfill	Grading	03/25/2025	04/18/2025	5.00	19.0	—
Pump Station - Soil Hauling to Plant Number 2	Grading	05/26/2025	09/12/2025	5.00	80.0	—
Pump Station - Soil Hauled from Plant 2 Offsite for Disposal	Grading	06/02/2025	09/19/2025	5.00	80.0	—
Pump Station - Soil Hauled from Plant 2 back to Project Site for Backfill	Grading	09/19/2025	09/26/2025	5.00	6.00	—

Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	Demolition	9/27/2025	12/3/2027	5.00	25.0	—
Pump Station Above Grade Building Construction including MEP	Building Construction	07/1/2025	1/31/2026	5.00	154	—
Generator and Odor Control Building Construction	Building Construction	11/01/2026	3/31/2027	5.00	108	—
Pump Station Architectural Coating	Architectural Coating	11/1/2025	11/7/2025	5.00	5.00	—
Force Main Pipeline Trenching East of Newport Bay	Trenching	7/1/2024	12/31/2024	5.00	132	—
Micro tunneling Only	Trenching	07/01/2024	9/1/2024	5.00	45.0	—
Dredging Only	Trenching	01/01/2025	6/30/2025	5.00	129	—
Force Main Pipeline Trenching West of Newport Bay	Trenching	07/01/2025	9/30/2025	5.00	66.0	—
Temporary Gravity Sewer Trenching	Trenching	10/1/2025	12/31/2025	5.00	66.0	—
Permanent Gravity Sewer Trenching	Trenching	11/01/2026	1/31/2027	5.00	65.0	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73

Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73
Pump Station Earthwork & Below Grade Concrete Construction	Cranes	Diesel	Average	1.00	6.00	367	0.29
Pump Station Earthwork & Below Grade Concrete Construction	Excavators	Diesel	Average	1.00	6.00	36.0	0.38
Pump Station Earthwork & Below Grade Concrete Construction	Other Construction Equipment	Diesel	Average	1.00	6.00	475	0.50
Pump Station Earthwork & Below Grade Concrete Construction	Pumps	Diesel	Average	3.00	6.00	11.0	0.74
Pump Station Earthwork & Below Grade Concrete Construction	Rollers	Diesel	Average	1.00	8.00	36.0	0.38
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73
Pump Station Above Grade Building Construction including MEP	Cranes	Diesel	Average	1.00	4.00	367	0.29
Pump Station Above Grade Building Construction including MEP	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37

Pump Station Above Grade Building Construction including MEP	Pumps	Diesel	Average	1.00	6.00	11.0	0.74
Generator and Odor Control Building Construction	Cranes	Diesel	Average	1.00	4.00	367	0.29
Generator and Odor Control Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37
Generator and Odor Control Building Construction	Pumps	Diesel	Average	1.00	6.00	11.0	0.74
Pump Station Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48
Force Main Pipeline Trenching East of Newport Bay	Other Construction Equipment	Diesel	Average	1.00	6.00	475	0.50
Force Main Pipeline Trenching East of Newport Bay	Pumps	Diesel	Average	3.00	6.00	11.0	0.74
Force Main Pipeline Trenching East of Newport Bay	Rollers	Diesel	Average	1.00	8.00	36.0	0.38
Force Main Pipeline Trenching East of Newport Bay	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Force Main Pipeline Trenching East of Newport Bay	Cranes	Diesel	Average	1.00	6.00	367	0.29
Force Main Pipeline Trenching East of Newport Bay	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Force Main Pipeline Trenching East of Newport Bay	Tractors/Loaders/Backhoes	Diesel	Average	1.00	8.00	84.0	0.37

Micro tunneling Only	Other Construction Equipment	Diesel	Average	1.00	24.0	118	0.42
Dredging Only	Cranes	Diesel	Average	1.00	6.00	367	0.29
Dredging Only	Other Construction Equipment	Diesel	Average	1.00	8.00	500	0.50
Dredging Only	Pumps	Diesel	Average	3.00	6.00	11.0	0.74
Dredging Only	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37
Force Main Pipeline Trenching West of Newport Bay	Cranes	Diesel	Average	1.00	6.00	367	0.29
Force Main Pipeline Trenching West of Newport Bay	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Force Main Pipeline Trenching West of Newport Bay	Other Construction Equipment	Diesel	Average	1.00	8.00	475	0.05
Force Main Pipeline Trenching West of Newport Bay	Pumps	Diesel	Average	3.00	8.00	11.0	0.74
Force Main Pipeline Trenching West of Newport Bay	Rollers	Diesel	Average	1.00	6.00	36.0	0.38
Force Main Pipeline Trenching West of Newport Bay	Rubber Tired Dozers	Diesel	Average	1.00	6.00	367	0.40
Force Main Pipeline Trenching West of Newport Bay	Tractors/Loaders/Backhoes	Diesel	Average	1.00	8.00	84.0	0.37
Temporary Gravity Sewer Trenching	Cranes	Diesel	Average	1.00	6.00	367	0.29
Temporary Gravity Sewer Trenching	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Temporary Gravity Sewer Trenching	Other Construction Equipment	Diesel	Average	1.00	8.00	475	0.42

Temporary Gravity Sewer Trenching	Pumps	Diesel	Average	3.00	8.00	11.0	0.74
Temporary Gravity Sewer Trenching	Rollers	Diesel	Average	1.00	6.00	36.0	0.38
Temporary Gravity Sewer Trenching	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Temporary Gravity Sewer Trenching	Tractors/Loaders/Backhoes	Diesel	Average	1.00	8.00	84.0	0.37
Permanent Gravity Sewer Trenching	Cranes	Diesel	Average	1.00	6.00	367	0.29
Permanent Gravity Sewer Trenching	Excavators	Diesel	Average	1.00	6.00	36.0	0.38
Permanent Gravity Sewer Trenching	Other Construction Equipment	Diesel	Average	1.00	6.00	475	0.05
Permanent Gravity Sewer Trenching	Pumps	Diesel	Average	3.00	6.00	11.0	0.74
Permanent Gravity Sewer Trenching	Rollers	Diesel	Average	1.00	6.00	36.0	0.38
Permanent Gravity Sewer Trenching	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Permanent Gravity Sewer Trenching	Tractors/Loaders/Backhoes	Diesel	Average	1.00	1.00	84.0	0.37

5.2.2. Mitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73

Pump Station Earthwork & Below Grade Concrete Construction	Cranes	Diesel	Average	1.00	6.00	367	0.29
Pump Station Earthwork & Below Grade Concrete Construction	Excavators	Diesel	Average	1.00	6.00	36.0	0.38
Pump Station Earthwork & Below Grade Concrete Construction	Other Construction Equipment	Diesel	Average	1.00	6.00	475	0.50
Pump Station Earthwork & Below Grade Concrete Construction	Pumps	Diesel	Average	3.00	6.00	11.0	0.74
Pump Station Earthwork & Below Grade Concrete Construction	Rollers	Diesel	Average	1.00	8.00	36.0	0.38
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73
Pump Station Above Grade Building Construction including MEP	Cranes	Diesel	Average	1.00	4.00	367	0.29
Pump Station Above Grade Building Construction including MEP	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37
Pump Station Above Grade Building Construction including MEP	Pumps	Diesel	Average	1.00	6.00	11.0	0.74

Generator and Odor Control Building Construction	Cranes	Diesel	Average	1.00	4.00	367	0.29
Generator and Odor Control Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37
Generator and Odor Control Building Construction	Pumps	Diesel	Average	1.00	6.00	11.0	0.74
Pump Station Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48
Force Main Pipeline Trenching East of Newport Bay	Other Construction Equipment	Diesel	Average	1.00	6.00	475	0.50
Force Main Pipeline Trenching East of Newport Bay	Pumps	Diesel	Average	3.00	6.00	11.0	0.74
Force Main Pipeline Trenching East of Newport Bay	Rollers	Diesel	Average	1.00	8.00	36.0	0.38
Force Main Pipeline Trenching East of Newport Bay	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Force Main Pipeline Trenching East of Newport Bay	Cranes	Diesel	Average	1.00	6.00	367	0.29
Force Main Pipeline Trenching East of Newport Bay	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Force Main Pipeline Trenching East of Newport Bay	Tractors/Loaders/Backhoes	Diesel	Average	1.00	8.00	84.0	0.37
Micro tunneling Only	Other Construction Equipment	Diesel	Average	1.00	24.0	118	0.42
Dredging Only	Cranes	Diesel	Average	1.00	6.00	367	0.29

Dredging Only	Other Construction Equipment	Diesel	Average	1.00	8.00	500	0.50
Dredging Only	Pumps	Diesel	Average	3.00	6.00	11.0	0.74
Dredging Only	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37
Force Main Pipeline Trenching West of Newport Bay	Cranes	Diesel	Average	1.00	6.00	367	0.29
Force Main Pipeline Trenching West of Newport Bay	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Force Main Pipeline Trenching West of Newport Bay	Other Construction Equipment	Diesel	Average	1.00	8.00	475	0.05
Force Main Pipeline Trenching West of Newport Bay	Pumps	Diesel	Average	3.00	8.00	11.0	0.74
Force Main Pipeline Trenching West of Newport Bay	Rollers	Diesel	Average	1.00	6.00	36.0	0.38
Force Main Pipeline Trenching West of Newport Bay	Rubber Tired Dozers	Diesel	Average	1.00	6.00	367	0.40
Force Main Pipeline Trenching West of Newport Bay	Tractors/Loaders/Backhoes	Diesel	Average	1.00	8.00	84.0	0.37
Temporary Gravity Sewer Trenching	Cranes	Diesel	Average	1.00	6.00	367	0.29
Temporary Gravity Sewer Trenching	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Temporary Gravity Sewer Trenching	Other Construction Equipment	Diesel	Average	1.00	8.00	475	0.42
Temporary Gravity Sewer Trenching	Pumps	Diesel	Average	3.00	8.00	11.0	0.74

Temporary Gravity Sewer Trenching	Rollers	Diesel	Average	1.00	6.00	36.0	0.38
Temporary Gravity Sewer Trenching	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Temporary Gravity Sewer Trenching	Tractors/Loaders/Backhoes	Diesel	Average	1.00	8.00	84.0	0.37
Permanent Gravity Sewer Trenching	Cranes	Diesel	Average	1.00	6.00	367	0.29
Permanent Gravity Sewer Trenching	Excavators	Diesel	Average	1.00	6.00	36.0	0.38
Permanent Gravity Sewer Trenching	Other Construction Equipment	Diesel	Average	1.00	6.00	475	0.05
Permanent Gravity Sewer Trenching	Pumps	Diesel	Average	3.00	6.00	11.0	0.74
Permanent Gravity Sewer Trenching	Rollers	Diesel	Average	1.00	6.00	36.0	0.38
Permanent Gravity Sewer Trenching	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Permanent Gravity Sewer Trenching	Tractors/Loaders/Backhoes	Diesel	Average	1.00	1.00	84.0	0.37

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Pump Station Earthwork & Below Grade Concrete Construction	—	—	—	—
Pump Station Earthwork & Below Grade Concrete Construction	Worker	17.5	18.5	LDA,LDT1,LDT2
Pump Station Earthwork & Below Grade Concrete Construction	Vendor	—	10.2	HHDT,MHDT
Pump Station Earthwork & Below Grade Concrete Construction	Hauling	0.00	20.0	HHDT

Pump Station Earthwork & Below Grade Concrete Construction	Onsite truck	—	—	HHDT
Force Main Pipeline Trenching East of Newport Bay	—	—	—	—
Force Main Pipeline Trenching East of Newport Bay	Worker	22.5	18.5	LDA,LDT1,LDT2
Force Main Pipeline Trenching East of Newport Bay	Vendor	—	10.2	HHDT,MHDT
Force Main Pipeline Trenching East of Newport Bay	Hauling	0.00	20.0	HHDT
Force Main Pipeline Trenching East of Newport Bay	Onsite truck	—	—	HHDT
Pump Station Demolition	—	—	—	—
Pump Station Demolition	Worker	0.00	18.5	LDA,LDT1,LDT2
Pump Station Demolition	Vendor	—	10.2	HHDT,MHDT
Pump Station Demolition	Hauling	0.00	20.0	HHDT
Pump Station Demolition	Onsite truck	—	—	HHDT
Pump Station Above Grade Building Construction including MEP	—	—	—	—
Pump Station Above Grade Building Construction including MEP	Worker	6.09	18.5	LDA,LDT1,LDT2
Pump Station Above Grade Building Construction including MEP	Vendor	2.38	10.2	HHDT,MHDT
Pump Station Above Grade Building Construction including MEP	Hauling	0.00	20.0	HHDT
Pump Station Above Grade Building Construction including MEP	Onsite truck	—	—	HHDT
Generator and Odor Control Building Construction	—	—	—	—
Generator and Odor Control Building Construction	Worker	6.09	18.5	LDA,LDT1,LDT2
Generator and Odor Control Building Construction	Vendor	2.38	10.2	HHDT,MHDT

Generator and Odor Control Building Construction	Hauling	0.00	20.0	HHDT
Generator and Odor Control Building Construction	Onsite truck	—	—	HHDT
Pump Station Architectural Coating	—	—	—	—
Pump Station Architectural Coating	Worker	2.44	18.5	LDA,LDT1,LDT2
Pump Station Architectural Coating	Vendor	—	10.2	HHDT,MHDT
Pump Station Architectural Coating	Hauling	0.00	20.0	HHDT
Pump Station Architectural Coating	Onsite truck	—	—	HHDT
Micro tunneling Only	—	—	—	—
Micro tunneling Only	Worker	2.50	18.5	LDA,LDT1,LDT2
Micro tunneling Only	Vendor	—	10.2	HHDT,MHDT
Micro tunneling Only	Hauling	0.00	20.0	HHDT
Micro tunneling Only	Onsite truck	—	—	HHDT
Dredging Only	—	—	—	—
Dredging Only	Worker	17.5	18.5	LDA,LDT1,LDT2
Dredging Only	Vendor	—	10.2	HHDT,MHDT
Dredging Only	Hauling	0.00	20.0	HHDT
Dredging Only	Onsite truck	—	—	HHDT
Force Main Pipeline Trenching West of Newport Bay	—	—	—	—
Force Main Pipeline Trenching West of Newport Bay	Worker	22.5	18.5	LDA,LDT1,LDT2
Force Main Pipeline Trenching West of Newport Bay	Vendor	—	10.2	HHDT,MHDT
Force Main Pipeline Trenching West of Newport Bay	Hauling	0.00	20.0	HHDT
Force Main Pipeline Trenching West of Newport Bay	Onsite truck	—	—	HHDT
Temporary Gravity Sewer Trenching	—	—	—	—

Temporary Gravity Sewer Trenching	Worker	22.5	18.5	LDA,LDT1,LDT2
Temporary Gravity Sewer Trenching	Vendor	—	10.2	HHDT,MHDT
Temporary Gravity Sewer Trenching	Hauling	0.00	20.0	HHDT
Temporary Gravity Sewer Trenching	Onsite truck	—	—	HHDT
Permanent Gravity Sewer Trenching	—	—	—	—
Permanent Gravity Sewer Trenching	Worker	22.5	18.5	LDA,LDT1,LDT2
Permanent Gravity Sewer Trenching	Vendor	—	10.2	HHDT,MHDT
Permanent Gravity Sewer Trenching	Hauling	0.00	20.0	HHDT
Permanent Gravity Sewer Trenching	Onsite truck	—	—	HHDT
Micro tunneling - Soil Hauling to Plant Number 2	—	—	—	—
Micro tunneling - Soil Hauling to Plant Number 2	Worker	0.00	18.5	LDA,LDT1,LDT2
Micro tunneling - Soil Hauling to Plant Number 2	Vendor	—	10.2	HHDT,MHDT
Micro tunneling - Soil Hauling to Plant Number 2	Hauling	2.34	20.0	HHDT
Micro tunneling - Soil Hauling to Plant Number 2	Onsite truck	—	—	HHDT
Micro tunneling - Soil Hauled from Plant 2 Offsite for Disposal	—	—	—	—
Micro tunneling - Soil Hauled from Plant 2 Offsite for Disposal	Worker	0.00	18.5	LDA,LDT1,LDT2
Micro tunneling - Soil Hauled from Plant 2 Offsite for Disposal	Vendor	—	10.2	HHDT,MHDT
Micro tunneling - Soil Hauled from Plant 2 Offsite for Disposal	Hauling	1.14	20.0	HHDT
Micro tunneling - Soil Hauled from Plant 2 Offsite for Disposal	Onsite truck	—	—	HHDT
Micro tunneling - Soil Hauled from Plant 2 back to Project Site for Backfill	—	—	—	—

Micro tunneling - Soil Hauled from Plant 2 back to Project Site for Backfill	Worker	0.00	18.5	LDA,LDT1,LDT2
Micro tunneling - Soil Hauled from Plant 2 back to Project Site for Backfill	Vendor	—	10.2	HHDT,MHDT
Micro tunneling - Soil Hauled from Plant 2 back to Project Site for Backfill	Hauling	11.2	20.0	HHDT
Micro tunneling - Soil Hauled from Plant 2 back to Project Site for Backfill	Onsite truck	—	—	HHDT
Pump Station - Soil Hauling to Plant Number 2	—	—	—	—
Pump Station - Soil Hauling to Plant Number 2	Worker	0.00	18.5	LDA,LDT1,LDT2
Pump Station - Soil Hauling to Plant Number 2	Vendor	—	10.2	HHDT,MHDT
Pump Station - Soil Hauling to Plant Number 2	Hauling	10.3	20.0	HHDT
Pump Station - Soil Hauling to Plant Number 2	Onsite truck	—	—	HHDT
Pump Station - Soil Hauled from Plant 2 Offsite for Disposal	—	—	—	—
Pump Station - Soil Hauled from Plant 2 Offsite for Disposal	Worker	0.00	18.5	LDA,LDT1,LDT2
Pump Station - Soil Hauled from Plant 2 Offsite for Disposal	Vendor	—	10.2	HHDT,MHDT
Pump Station - Soil Hauled from Plant 2 Offsite for Disposal	Hauling	9.82	20.0	HHDT
Pump Station - Soil Hauled from Plant 2 Offsite for Disposal	Onsite truck	—	—	HHDT
Pump Station - Soil Hauled from Plant 2 back to Project Site for Backfill	—	—	—	—
Pump Station - Soil Hauled from Plant 2 back to Project Site for Backfill	Worker	0.00	18.5	LDA,LDT1,LDT2
Pump Station - Soil Hauled from Plant 2 back to Project Site for Backfill	Vendor	—	10.2	HHDT,MHDT

Pump Station - Soil Hauled from Plant 2 back to Project Site for Backfill	Hauling	3.34	20.0	HHDT
Pump Station - Soil Hauled from Plant 2 back to Project Site for Backfill	Onsite truck	—	—	HHDT
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	—	—	—	—
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	Worker	2.50	18.5	LDA,LDT1,LDT2
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	Vendor	—	10.2	HHDT,MHDT
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	Hauling	0.30	20.0	HHDT
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	Onsite truck	—	—	HHDT
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	—	—	—	—
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	Worker	2.50	18.5	LDA,LDT1,LDT2
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	Vendor	—	10.2	HHDT,MHDT
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	Hauling	0.30	20.0	HHDT
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	Onsite truck	—	—	HHDT
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	—	—	—	—
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	Worker	2.50	18.5	LDA,LDT1,LDT2

Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	Vendor	—	10.2	HHDT,MHDT
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	Hauling	0.88	20.0	HHDT
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	Onsite truck	—	—	HHDT

5.3.2. Mitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Pump Station Earthwork & Below Grade Concrete Construction	—	—	—	—
Pump Station Earthwork & Below Grade Concrete Construction	Worker	17.5	18.5	LDA,LDT1,LDT2
Pump Station Earthwork & Below Grade Concrete Construction	Vendor	—	10.2	HHDT,MHDT
Pump Station Earthwork & Below Grade Concrete Construction	Hauling	0.00	20.0	HHDT
Pump Station Earthwork & Below Grade Concrete Construction	Onsite truck	—	—	HHDT
Force Main Pipeline Trenching East of Newport Bay	—	—	—	—
Force Main Pipeline Trenching East of Newport Bay	Worker	22.5	18.5	LDA,LDT1,LDT2
Force Main Pipeline Trenching East of Newport Bay	Vendor	—	10.2	HHDT,MHDT
Force Main Pipeline Trenching East of Newport Bay	Hauling	0.00	20.0	HHDT
Force Main Pipeline Trenching East of Newport Bay	Onsite truck	—	—	HHDT
Pump Station Demolition	—	—	—	—

Pump Station Demolition	Worker	0.00	18.5	LDA,LDT1,LDT2
Pump Station Demolition	Vendor	—	10.2	HHDT,MHDT
Pump Station Demolition	Hauling	0.00	20.0	HHDT
Pump Station Demolition	Onsite truck	—	—	HHDT
Pump Station Above Grade Building Construction including MEP	—	—	—	—
Pump Station Above Grade Building Construction including MEP	Worker	6.09	18.5	LDA,LDT1,LDT2
Pump Station Above Grade Building Construction including MEP	Vendor	2.38	10.2	HHDT,MHDT
Pump Station Above Grade Building Construction including MEP	Hauling	0.00	20.0	HHDT
Pump Station Above Grade Building Construction including MEP	Onsite truck	—	—	HHDT
Generator and Odor Control Building Construction	—	—	—	—
Generator and Odor Control Building Construction	Worker	6.09	18.5	LDA,LDT1,LDT2
Generator and Odor Control Building Construction	Vendor	2.38	10.2	HHDT,MHDT
Generator and Odor Control Building Construction	Hauling	0.00	20.0	HHDT
Generator and Odor Control Building Construction	Onsite truck	—	—	HHDT
Pump Station Architectural Coating	—	—	—	—
Pump Station Architectural Coating	Worker	2.44	18.5	LDA,LDT1,LDT2
Pump Station Architectural Coating	Vendor	—	10.2	HHDT,MHDT
Pump Station Architectural Coating	Hauling	0.00	20.0	HHDT
Pump Station Architectural Coating	Onsite truck	—	—	HHDT
Micro tunneling Only	—	—	—	—
Micro tunneling Only	Worker	2.50	18.5	LDA,LDT1,LDT2

Micro tunneling Only	Vendor	—	10.2	HHDT,MHDT
Micro tunneling Only	Hauling	0.00	20.0	HHDT
Micro tunneling Only	Onsite truck	—	—	HHDT
Dredging Only	—	—	—	—
Dredging Only	Worker	17.5	18.5	LDA,LDT1,LDT2
Dredging Only	Vendor	—	10.2	HHDT,MHDT
Dredging Only	Hauling	0.00	20.0	HHDT
Dredging Only	Onsite truck	—	—	HHDT
Force Main Pipeline Trenching West of Newport Bay	—	—	—	—
Force Main Pipeline Trenching West of Newport Bay	Worker	22.5	18.5	LDA,LDT1,LDT2
Force Main Pipeline Trenching West of Newport Bay	Vendor	—	10.2	HHDT,MHDT
Force Main Pipeline Trenching West of Newport Bay	Hauling	0.00	20.0	HHDT
Force Main Pipeline Trenching West of Newport Bay	Onsite truck	—	—	HHDT
Temporary Gravity Sewer Trenching	—	—	—	—
Temporary Gravity Sewer Trenching	Worker	22.5	18.5	LDA,LDT1,LDT2
Temporary Gravity Sewer Trenching	Vendor	—	10.2	HHDT,MHDT
Temporary Gravity Sewer Trenching	Hauling	0.00	20.0	HHDT
Temporary Gravity Sewer Trenching	Onsite truck	—	—	HHDT
Permanent Gravity Sewer Trenching	—	—	—	—
Permanent Gravity Sewer Trenching	Worker	22.5	18.5	LDA,LDT1,LDT2
Permanent Gravity Sewer Trenching	Vendor	—	10.2	HHDT,MHDT
Permanent Gravity Sewer Trenching	Hauling	0.00	20.0	HHDT
Permanent Gravity Sewer Trenching	Onsite truck	—	—	HHDT
Micro tunneling - Soil Hauling to Plant Number 2	—	—	—	—

Micro tunneling - Soil Hauling to Plant Number 2	Worker	0.00	18.5	LDA,LDT1,LDT2
Micro tunneling - Soil Hauling to Plant Number 2	Vendor	—	10.2	HHDT,MHDT
Micro tunneling - Soil Hauling to Plant Number 2	Hauling	2.34	20.0	HHDT
Micro tunneling - Soil Hauling to Plant Number 2	Onsite truck	—	—	HHDT
Micro tunneling - Soil Hauled from Plant 2 Offsite for Disposal	—	—	—	—
Micro tunneling - Soil Hauled from Plant 2 Offsite for Disposal	Worker	0.00	18.5	LDA,LDT1,LDT2
Micro tunneling - Soil Hauled from Plant 2 Offsite for Disposal	Vendor	—	10.2	HHDT,MHDT
Micro tunneling - Soil Hauled from Plant 2 Offsite for Disposal	Hauling	1.14	20.0	HHDT
Micro tunneling - Soil Hauled from Plant 2 Offsite for Disposal	Onsite truck	—	—	HHDT
Micro tunneling - Soil Hauled from Plant 2 back to Project Site for Backfill	—	—	—	—
Micro tunneling - Soil Hauled from Plant 2 back to Project Site for Backfill	Worker	0.00	18.5	LDA,LDT1,LDT2
Micro tunneling - Soil Hauled from Plant 2 back to Project Site for Backfill	Vendor	—	10.2	HHDT,MHDT
Micro tunneling - Soil Hauled from Plant 2 back to Project Site for Backfill	Hauling	11.2	20.0	HHDT
Micro tunneling - Soil Hauled from Plant 2 back to Project Site for Backfill	Onsite truck	—	—	HHDT
Pump Station - Soil Hauling to Plant Number 2	—	—	—	—
Pump Station - Soil Hauling to Plant Number 2	Worker	0.00	18.5	LDA,LDT1,LDT2
Pump Station - Soil Hauling to Plant Number 2	Vendor	—	10.2	HHDT,MHDT

Pump Station - Soil Hauling to Plant Number 2	Hauling	10.3	20.0	HHDT
Pump Station - Soil Hauling to Plant Number 2	Onsite truck	—	—	HHDT
Pump Station - Soil Hauled from Plant 2 Offsite for Disposal	—	—	—	—
Pump Station - Soil Hauled from Plant 2 Offsite for Disposal	Worker	0.00	18.5	LDA,LDT1,LDT2
Pump Station - Soil Hauled from Plant 2 Offsite for Disposal	Vendor	—	10.2	HHDT,MHDT
Pump Station - Soil Hauled from Plant 2 Offsite for Disposal	Hauling	9.82	20.0	HHDT
Pump Station - Soil Hauled from Plant 2 Offsite for Disposal	Onsite truck	—	—	HHDT
Pump Station - Soil Hauled from Plant 2 back to Project Site for Backfill	—	—	—	—
Pump Station - Soil Hauled from Plant 2 back to Project Site for Backfill	Worker	0.00	18.5	LDA,LDT1,LDT2
Pump Station - Soil Hauled from Plant 2 back to Project Site for Backfill	Vendor	—	10.2	HHDT,MHDT
Pump Station - Soil Hauled from Plant 2 back to Project Site for Backfill	Hauling	3.34	20.0	HHDT
Pump Station - Soil Hauled from Plant 2 back to Project Site for Backfill	Onsite truck	—	—	HHDT
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	—	—	—	—
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	Worker	2.50	18.5	LDA,LDT1,LDT2
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	Vendor	—	10.2	HHDT,MHDT
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	Hauling	0.30	20.0	HHDT
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	Onsite truck	—	—	HHDT

Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	—	—	—	—
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	Worker	2.50	18.5	LDA,LDT1,LDT2
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	Vendor	—	10.2	HHDT,MHDT
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	Hauling	0.30	20.0	HHDT
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	Onsite truck	—	—	HHDT
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	—	—	—	—
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	Worker	2.50	18.5	LDA,LDT1,LDT2
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	Vendor	—	10.2	HHDT,MHDT
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	Hauling	0.88	20.0	HHDT
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Pump Station Architectural Coating	0.00	0.00	21,750	7,250	960

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (Cubic Yards)	Material Exported (Cubic Yards)	Acres Graded (acres)	Material Demolished (Ton of Debris)	Acres Paved (acres)
Pump Station Demolition	0.00	0.00	0.00	0.00	—
Exist. PS Demolition & Odor Control - Soil Hauling to Plant Number 2	0.00	0.00	0.00	125	—
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 Offsite for Disposal	0.00	0.00	0.00	125	—
Pump Station Earthwork & Below Grade Concrete Construction	0.00	0.00	0.00	0.00	—
Micro tunneling - Soil Hauling to Plant Number 2	—	4,114	0.00	0.00	—
Micro tunneling - Soil Hauled from Plant 2 Offsite for Disposal	—	1,994	0.00	0.00	—
Micro tunneling - Soil Hauled from Plant 2 back to Project Site for Backfill	2,120	0.00	0.00	0.00	—
Pump Station - Soil Hauling to Plant Number 2	—	8,281	0.00	0.00	—
Pump Station - Soil Hauled from Plant 2 Offsite for Disposal	—	7,863	0.00	0.00	—

Pump Station - Soil Hauled from Plant 2 back to Project Site for Backfill	200	—	0.00	0.00	—
Exist. PS Demolition & Odor Control - Soil Hauled from Plant 2 back to Project Site for Backfill	0.00	0.00	0.00	307	—

5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
General Light Industry	0.00	0%
Other Asphalt Surfaces	0.37	100%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2025	0.00	532	0.03	< 0.005
2024	0.00	532	0.03	< 0.005
2026	0.00	532	0.03	< 0.005
2027	0.00	532	0.03	< 0.005
2028	0.00	532	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Total all Land Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5.9.2. Mitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Total all Land Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.1.2. Mitigated

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
0	0.00	21,750	7,250	960

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

5.10.4. Landscape Equipment - Mitigated

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
General Light Industry	139,095	532	0.0330	0.0040	620,628
Other Asphalt Surfaces	0.00	532	0.0330	0.0040	0.00

5.11.2. Mitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
General Light Industry	108,730	532	0.0330	0.0040	594,240
Other Asphalt Surfaces	0.00	532	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
General Light Industry	3,353,125	12,960
Other Asphalt Surfaces	0.00	1.10

5.12.2. Mitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
General Light Industry	3,353,125	12,960
Other Asphalt Surfaces	0.00	1.10

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
General Light Industry	18.0	—
Other Asphalt Surfaces	0.00	—

5.13.2. Mitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
General Light Industry	8.99	—
Other Asphalt Surfaces	0.00	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
General Light Industry	Other commercial A/C and heat pumps	R-410A	2,088	0.30	4.00	4.00	18.0

5.14.2. Mitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
General Light Industry	Other commercial A/C and heat pumps	R-410A	2,088	0.30	4.00	4.00	18.0

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
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5.15.2. Mitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
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5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor
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5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)
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5.17. User Defined

Equipment Type	Fuel Type
—	—

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres
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5.18.1.2. Mitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres
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5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres
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5.18.1.2. Mitigated

Biomass Cover Type	Initial Acres	Final Acres
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5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)
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5.18.2.2. Mitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)
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6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	8.66	annual days of extreme heat
Extreme Precipitation	3.25	annual days with precipitation above 20 mm
Sea Level Rise	0.00	meters of inundation depth
Wildfire	0.00	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider different increments of sea level rise coupled with extreme storm events. Users may select from four model simulations to view the range in potential inundation depth for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 50 meters (m) by 50 m, or about 164 feet (ft) by 164 ft.

Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	1	0	0	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	0	0	N/A
Wildfire	1	0	0	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	1	1	1	2
Extreme Precipitation	N/A	N/A	N/A	N/A

Sea Level Rise	1	1	1	2
Wildfire	1	1	1	2
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	51.9
AQ-PM	53.4
AQ-DPM	21.9
Drinking Water	32.3
Lead Risk Housing	27.7
Pesticides	0.00
Toxic Releases	82.9
Traffic	53.1
Effect Indicators	—

CleanUp Sites	17.1
Groundwater	22.1
Haz Waste Facilities/Generators	22.0
Impaired Water Bodies	77.3
Solid Waste	2.52
Sensitive Population	—
Asthma	2.59
Cardio-vascular	0.54
Low Birth Weights	39.9
Socioeconomic Factor Indicators	—
Education	3.87
Housing	50.7
Linguistic	13.3
Poverty	14.0
Unemployment	51.3

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	88.70781471
Employed	45.27139741
Median HI	83.11305017
Education	—
Bachelor's or higher	92.82689593
High school enrollment	100
Preschool enrollment	20.87771077

Transportation	—
Auto Access	72.44963429
Active commuting	16.25818042
Social	—
2-parent households	66.14910817
Voting	61.02912871
Neighborhood	—
Alcohol availability	47.26036186
Park access	81.35506224
Retail density	67.93276017
Supermarket access	57.84678558
Tree canopy	26.26716284
Housing	—
Homeownership	40.39522649
Housing habitability	62.49197998
Low-inc homeowner severe housing cost burden	49.21083023
Low-inc renter severe housing cost burden	59.77158989
Uncrowded housing	82.07365584
Health Outcomes	—
Insured adults	70.40934172
Arthritis	71.8
Asthma ER Admissions	92.4
High Blood Pressure	71.3
Cancer (excluding skin)	17.3
Asthma	83.3
Coronary Heart Disease	74.7
Chronic Obstructive Pulmonary Disease	89.8

Diagnosed Diabetes	95.3
Life Expectancy at Birth	88.6
Cognitively Disabled	87.2
Physically Disabled	84.3
Heart Attack ER Admissions	98.1
Mental Health Not Good	92.6
Chronic Kidney Disease	85.5
Obesity	92.8
Pedestrian Injuries	42.0
Physical Health Not Good	95.9
Stroke	84.7
Health Risk Behaviors	—
Binge Drinking	3.2
Current Smoker	92.8
No Leisure Time for Physical Activity	97.5
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	61.5
Children	92.8
Elderly	46.6
English Speaking	88.0
Foreign-born	9.9
Outdoor Workers	81.8
Climate Change Adaptive Capacity	—
Impervious Surface Cover	37.9
Traffic Density	39.9
Traffic Access	23.0

Other Indices	—
Hardship	9.2
Other Decision Support	—
2016 Voting	81.5

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	12.0
Healthy Places Index Score for Project Location (b)	76.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Land Use	Provided by the applicant
Construction: Construction Phases	As provided by the applicant
Construction: Off-Road Equipment	Per construction questionnaire. "Other Construction Equipment" = vibratory hammer pile driver

Construction: Dust From Material Movement	As per the information provided by the applicant.
Construction: Trips and VMT	As per the information provided by the applicant.
Construction: Architectural Coatings	As per SCAQMD Rule 1113.
Operations: Architectural Coatings	As per SCAQMD Rule 1113

RESOLUTION NO. OC SAN 21-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY SANITATION DISTRICT CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE BAY BRIDGE PUMP STATION AND FORCE MAINS REPLACEMENT PROJECT, PROJECT NO. 5-67; ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM; AND APPROVING THE BAY BRIDGE PUMP STATION AND FORCE MAINS REPLACEMENT PROJECT, PROJECT NO. 5-67

WHEREAS, the Orange County Sanitation District (the "District") is presently considering the approval of a project known as the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67 (the "Project");

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq. ("CEQA")) and the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.), the District, as lead agency, prepared a Draft 2020 Recirculated Environmental Impact Report ("2020 REIR") (State Clearinghouse Number 2016111031) that reflected the independent judgment of the District as to the potential environmental impacts of the Project. The 2020 REIR determined that the Project would not have significant impacts on the environment with the incorporation of feasible mitigation measures, and therefore the District has not prepared a Statement of Overriding Considerations for the Project;

WHEREAS, the District has consulted with other public agencies and the general public, and provided such agencies and the public with the opportunity to provide written comments on the Project and the Environmental Impact Report as required by CEQA, including, without limitation, a public review period of 45 days which commenced on August 7, 2020 and ended on September 21, 2020;

WHEREAS, on September 21, 2020, District staff held a public meeting to provide a further opportunity for public agencies and the general public to comment on the Draft 2020 REIR;

WHEREAS, the District has reviewed the comments received and has responded in the Final Environmental Impact Report to all significant environmental issues raised during the public comment period;

WHEREAS, the comments received on the Draft 2020 REIR, either in full or in summary, together with the District's responses, have been included in the Final Environmental Impact Report for the proposed Project; and

WHEREAS, the Final 2020 Environmental Impact Report, including the comments received by the District on the Draft 2020 REIR, has been presented to the District's Board of Directors (the "Board") for review and consideration prior to the approval of, and commitment to, the Project, and the certification of the Final 2020 Environmental Impact Report, and approval of the Mitigation Monitoring and Reporting Program is consistent with the provisions of CEQA.

NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District DOES HEREBY RESOLVE, DETERMINE AND ORDER:

1. The Board of Directors certifies that the Final 2020 Environmental Impact Report, including comments and responses thereto, has been completed in compliance with CEQA;
2. The Board of Directors has independently reviewed and considered the Final Environmental Impact Report together with all comments received during the public review process;
3. The Final Environmental Impact Report reflects the independent judgment and analysis of the Board;
4. The Board of Directors adopts the Findings of Fact for the Project attached hereto as Exhibit A and incorporated herein by reference;
5. The Board of Directors finds on the basis of the whole record before it that there is no substantial evidence that the Project, as mitigated, will have a significant impact on the environment;
6. The Board of Directors adopts the Mitigation Monitoring and Reporting Program (the "MMRP"), included in the Final Environmental Impact Report, to ensure that all mitigation measures identified in the Mitigated Negative Declaration are implemented;
7. The Final Environmental Impact Report has been completed in compliance with the requirements of CEQA and is hereby Certified;
8. The Board of Directors approves the Bay Bridge Pump Station and Force Mains Rehabilitation Project;
9. The documents and other materials that constitute the record of proceedings on which the Board of Directors decision is based are located at the District

Administration Offices, 10844 Ellis Avenue, Fountain Valley, CA 92708 and the custodian for these documents is the Clerk of the Board; and

10. District staff is authorized and directed to file the Notice of Determination (NOD) and any other documents in accordance with the requirements of CEQA.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Orange County Sanitation District held February 24, 2021.

David John Shawver
David John Shawver (Feb 25, 2021 12:34 PST)

David John Shawver
Board Chairman

ATTEST:



Kelly A. Lore, MMC
Clerk of the Board

APPROVED AS TO FORM:



Bradley R. Hogin
General Counsel

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Kelly A. Lore, Clerk of the Board of Directors of the Orange County Sanitation District, do hereby certify that the foregoing Resolution No. OC SAN 21-03 was passed and adopted at a regular meeting of said Board on the 24th day of February 2021, by the following vote, to wit:

AYES: Brad Avery, Stacy Berry, Art Brown, Kim Carr, Doug Chaffee, Mark Chirco, Stephen Faessel, Ryan Gallagher, Marshall Goodman, Patrick Harper, Johnathan Ryan Hernandez, Brooke Jones, Steve Jones, Anthony Kuo, Sandra Massa-Lavitt, Andrew Nguyen, Robert Ooten, Glenn Parker, David Shawver, Jesus Silva, Chad Wanke and John Withers
NOES: None
ABSENT: Rose Espinoza, Kim Nichols and Chad Zimmerman
ABSTENTIONS: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Orange County Sanitation District this 24th day of February, 2021.



Kelly A. Lore, MMC
Clerk of the Board of Directors
Orange County Sanitation District

**FACTS AND FINDINGS
REGARDING THE
ENVIRONMENTAL EFFECTS FOR THE
BAY BRIDGE PUMP STATION AND
FORCE MAINS REPLACEMENT PROJECT**

SCH # 2016111031

Lead Agency:

ORANGE COUNTY SANITATION DISTRICT

10844 Ellis Avenue
Fountain Valley, California 92708

Contact: Mr. Kevin Hadden

714.962.2411

January 2021

This document is designed for double-sided printing to conserve natural resources.



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1.0 STATEMENT OF FACTS AND FINDINGS

1.1 INTRODUCTION

The following statement of facts and findings has been prepared in accordance with the California Environmental Quality Act (CEQA), including Public Resources Code Section 21081. In the Statement of Facts and Findings, the Lead Agency identifies a project's significant impacts, presents facts supporting the conclusions reached in the analysis, makes findings for each impact, and explains the reasoning behind the agency's findings.

CEQA Guidelines Section 15091 (a) provides that:

No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding.

There are three possible findings pursuant to Section 15091 (a) of the *CEQA Guidelines*.

- (1) *Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.*
- (2) *Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.*
- (3) *Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.*

Where a project will cause unavoidable significant impacts, the Lead Agency may still approve a project where its benefits outweigh the adverse impacts. As provided in the Statement of Overriding Considerations, the Lead Agency sets forth specific reasoning by which benefits are balanced against effects, and approves the project.

It is important to note that the *Bay Bridge Pump Station and Force Mains Replacement Project Public Review Draft 2020 Recirculated Environmental Impact Report* (2020 Recirculated EIR) and *Bay Bridge Pump Station and Force Mains Replacement Project Final Environmental Impact Report* (Final EIR) (together referenced herein as the EIR) prepared for the proposed Bay Bridge Pump Station and Force Mains Replacement Project determined that no significant, unavoidable impacts would occur as a result of Project implementation. Thus, while the preparation of a Statement of Facts and Findings is not mandatory under CEQA, it has been prepared by the Orange County Sanitation District (OCS D) as a means of further documenting impacts determined to be less than significant or less than significant upon incorporation of mitigation.

Based upon a review of the EIR, OCS D finds that the EIR: (a) has assessed the potentially significant environmental impacts of the Proposed Project in compliance with CEQA; (b) represents the independent judgment of OCS D; and (c) sets forth an adequate range of alternatives to this Project.



OCSD, the CEQA Lead Agency, finds and declares that the proposed Bay Bridge Pump Station and Force Mains Replacement Project EIR (State Clearinghouse [SCH] No. 201611103) has been completed in compliance with CEQA and the *CEQA Guidelines*.

The Final EIR is composed of the following elements:

- The Bay Bridge Pump Station and Force Mains Replacement Project Public Review Draft 2020 Recirculated Environmental Impact Report (August 2020);
- Responses to Comments;
- Errata; and
- Mitigation Monitoring and Reporting Program.

The remainder of this document is organized as follows:

- 1.2 Description of Project Proposed for Approval;
- 1.3 Effects Determined to be Less Than Significant in the Initial Study/Notice of Preparation;
- 1.4 Effects Determined to be Less Than Significant or Not Significant in the EIR;
- 1.5 Effects Determined to be Mitigated to Less Than Significant Levels;
- 1.6 Environmental Effects Which Remain Significant and Unavoidable After Mitigation and Findings; and
- 1.7 Alternatives to the Proposed Project.

1.2 DESCRIPTION OF PROPOSED PROJECT

The Project would replace the existing Bay Bridge Pump Station and associated force mains to bring the pump station facility and force mains to current design and reliability standards to ensure continuous service for the Newport Coast service area (“Proposed Project”)¹.

Development of the Proposed Project would involve expanding the existing pump station facility site approximately 100 feet to the west, constructing a new pump station building, and installing force main improvements across the Newport Bay Channel south of Bay Bridge; refer to 2020 Recirculated EIR Exhibit 3-4, *Proposed Conceptual Site Plan*. As shown on 2020 Recirculated EIR Exhibit 3-4, the total area of potential disturbance proposed for the Proposed Project (yellow Project boundary) is approximately 800,000 square feet (18 acres).

PUMP STATION

The Proposed Project would involve demolishing the existing pump station building and constructing new pump station facilities including a pump station, generator, and odor control facilities within and adjacent to the existing facility; refer to 2020 Recirculated EIR Exhibit 3-5, *Adjacent Pump Station Layout*. The new, expanded pump station facility would be approximately 14,500 square feet in site

¹ The Proposed Project is referred to as the “Adjacent Pump Station” in the EIR.



area, as opposed to approximately 4,800 square feet under existing conditions (an increase of approximately 9,700 square feet). OCSD would be required to negotiate and acquire the adjacent property for use and access from the property owner (Bayside Village Marina, LLC). It should be noted that OCSD has assumed a proposed square footage of 14,500 square feet in order to analyze a conservative scenario in this 2020 Recirculated EIR. This square footage is considered conceptual and may be subject to downward refinement during final design.

In addition, the new pump station would require the replacement of portions of the existing OCSD gravity sewer system, which would be constructed to convey wastewater to the new pump station wet well. These gravity sewer improvements include installing 50 linear feet (LF) of 36- or 42-inch sewer lines within East Coast Highway and OCSD property.

Primary access to the proposed pump station would be provided via a shared driveway from Bayside Drive through Bayside Village Marina, LLC property with secondary access via the existing driveway from East Coast Highway; refer to 2020 Recirculated EIR [Exhibit 3-5](#).

The existing pump station has three large and two smaller duty variable frequency drive (VFD) pumps. Currently, two of the large VFD pumps (sized at 250 horsepower [HP] each) convey full peak wet weather flows and one of the smaller duty VFD pumps (50 HP each) conveys low flows. OCSD recently added the third large standby pump to the existing pump station for additional redundancy during peak wet weather flow. Therefore, the new pump station would be sized to house all pumps and provide the desired contingency and redundancy to maintain uninterrupted service. All the facilities would be placed within the new pump station, including a new pump station building with an electrical room and a generator building with an odor control facility. The proposed pump station would include features, architecture, and screening consistent with the *Back Bay Landing Planned Community Development Plan* (PCDP) and associated design guidelines to ensure consistency with surrounding future development.

Pump Station Mechanical Room and Wet Well

The proposed pump station building would be constructed with a below-grade dry-pit mechanical room, which would house the pumps, motors, and other mechanical equipment, and an above grade building that would house the electrical equipment, instrumentation, control equipment, and restroom. An underground wet well would be constructed adjacent to the mechanical room in an orientation similar to the existing pump station. A total of five VFD pumps would be installed to meet existing peak flow of 18.2 million gallons per day (MGD) and provide required contingency/redundancy, similar to the existing pump station.

Pump Station Electrical Room

The electrical room associated with the proposed pump station would be located above the mechanical room referenced above. Ancillary equipment within the electrical room would include electrical breakers, lighting control panel, closed-circuit television equipment, work areas, and storage space.

Pump Station Generator Facility

A 760-square foot backup generator facility would be built adjacent to the proposed pump station building. A 750-kilowatt diesel backup generator would be provided to handle the power requirement



of the new pump station running at full capacity should Southern California Edison power go down. The backup generator would have a two-hour day tank and be paired with a fuel tank which would allow the pump station to run on backup power for approximately 24 hours of operational redundancy.

Pump Station Odor Control

A new 1,300-square foot odor control facility would be built adjacent to the new pump station within the same building as the generator facility. It would hold a multi-stage vapor-phase odor control scrubber system, which would remove odorous compounds from the incoming waste stream. Two 10-foot diameter tanks would accommodate liquid phase odor control. Anticipated chemicals to be utilized and/or stored at the odor control facility include bioxide, magnesium hydroxide, ferric chloride, and/or pure oxygen; however, it is acknowledged that the specific chemicals used for odor control purposes may change depending on the availability of technologies at a given time, such as other chemicals with potentially increased effectiveness, and compliance with Federal, State, and local laws and regulations for the handling/storage/use of such hazardous materials, such as restrictions on which chemicals may be transported on local or regional roadways.

FORCE MAIN IMPROVEMENTS

The Proposed Project would connect to the existing OCSD force main system to the west by installing 1,500 LF of dual force mains (up to 32 inches in diameter) across the Newport Bay Channel south of Bay Bridge. The Project would involve microtunneling or open trench cutting under East Coast Highway, to the southside of the bridge, where dredging would occur under Newport Bay Channel. Dredging involves placement of a dredge (boat) with a submersible pump to suction out sediments at the bottom of the Newport Bay Channel. Microtunneling is a remote-controlled, continuously supported pipe jacking method. Microtunneling operations are managed by an operator in an above ground control container alongside of the shaft. Soil excavation takes place by way of infusing the soil with slurry at the face of the bore and cuttings are forced into slurry inlet holes in the Microtunneling Bore Machines crushing cone for circulation to and from a separation plant through a closed system. Areas where the pipe is microtunneled may require a casing pipe as large as 72 inches in diameter, which has been evaluated throughout this EIR as a worst-case scenario.

Portions of the adjacent private property (currently a RV storage area) and Lower Castaways Park could be temporarily utilized for construction staging, if these areas are available during construction of the Proposed Project; refer to *Construction*, below.

ACCESS, EASEMENTS, AND PROPERTY ACQUISITION

Development of the Proposed Project would require approval of easements, permits, and property acquisitions potentially including, but not limited to:

City of Newport Beach

- Temporary easement for potential construction staging at Lower Castaways Park;

Caltrans



- Encroachment permit for construction activities occurring on Coast Highway;

Bayside Village Marina, LLC

- Fee acquisition for the new pump station site;
- Temporary and permanent easement for construction and operational access to the Project site;

The Irvine Company

- Temporary and permanent easement for construction and operational access to proposed force mains; and

Bay Shores Community Association

- Temporary and permanent easement for construction and operational access to proposed pipelines on the west side of the Newport Bay Channel.

CONSTRUCTION

Construction activities associated with the Proposed Project, including pump station improvements, gravity sewer improvements, and force main installation (via open trenching and/or microtunneling and dredging), would encompass work areas on both sides of the Newport Bay Channel as illustrated on 2020 Recirculated EIR [Exhibit 3-6, *Adjacent Pump Station Work Areas*](#). Construction activities would occur during weekdays (between 7:00 a.m. and 6:30 p.m.) and Saturdays (between 8:00 a.m. and 6:00 p.m.), unless otherwise directed by the City of Newport Beach (pursuant to City Municipal Code Section 10.28.040(D)(2)). However, it is acknowledged that due to the nature of microtunneling installation, microtunneling is anticipated and assumed to occur 24 hours per day; As explained in the EIR, it would take approximately two months to microtunnel across East Coast Highway.

Pump Station

The Proposed Project improvements would require approximately 4,200 cubic yards of cut and 700 cubic yards of fill. As noted above, the existing pump station facility would remain in service until the new facilities have been constructed and commissioned. Once the new pump station is placed in service, the existing pump station would be taken out of service and demolished. Construction access would be provided via a driveway to the property along the west side of Bayside Drive. Any temporary construction access through private property would be negotiated between OCSD and the property owner.

In addition, modifications to the existing gravity sewer system would be required to route gravity sewage flows to the new pump station's wet well. These pipes would be installed via open trench excavation along East Coast Highway; refer to 2020 Recirculated EIR [Exhibit 3-7, *Adjacent Pump Station Construction*](#).

Force Main Improvements



The Proposed Project's force main improvements across East Coast Highway would require either microtunneling beneath the roadway or open cut trenching approximately 150 linear feet across the roadway as shown on 2020 Recirculated EIR [Exhibit 3-7](#). The force mains would then be installed across the Newport Bay Channel via dredging, possibly with a coffer dam. This construction method would require trenching approximately 700 feet long by 15 feet wide by 18 feet deep across the Newport Bay Channel. Trenching would occur in two segments across the channel, a 400-foot segment and a 300-foot segment. Each segment would be drained then trenched. Shoring of the walls may be required to lay down the dual force mains. Dredging would require approximately 4,450 cubic yards of cut and 3,870 cubic yards of fill. These construction activities would take approximately six months.

Temporary Lane Closures

Construction of the Proposed Project would require the following temporary lane closures:

- *East Coast Highway*: Temporary closure of traffic lane(s) to allow for construction of the gravity sewer improvements and installation of force mains (if microtunneling is not used) for approximately 131 non-consecutive days over the Project's 36-month construction period. A minimum of one travel lane in each direction would remain open at all times.
- *West Coast Highway*: Temporary closure of one eastbound lane of traffic and bus turnout area to allow for connection of the two force mains to the existing system for approximately 33 consecutive days during the Project's 36-month construction period.

OCSD would be required to develop a Traffic Control Plan for review and approval by Caltrans and the City of Newport Beach, respectively, to ensure continuous access to surrounding routes and uses.

GOALS AND OBJECTIVES

Pursuant to Section 15124(b) of the *CEQA Guidelines*, the EIR project description must include “[a] statement of objectives sought by the Proposed Project. The statement of objectives should include the underlying purpose of the project.”

As noted above, the Bay Bridge Pump Station is critical to OCSD operations as it conveys approximately 50 to 60 percent of the total Newport Beach wastewater flow through the pump station and these force mains. Because the Bay Bridge Pump Station and associated force mains are critical elements to OCSD's Newport Coast collection backbone, it is imperative that the facility be upgraded to ensure continuous service to the community and avoid spills for the next design lifespan (an additional 50 years).

The Proposed Project's goals and objectives are as follows:

1. Increase reliability since the existing Bay Bridge Pump Station is over 50 years old, outdated, and no longer meets structural, electrical, or maintenance standards. In addition, since the existing force mains are located under the Newport Bay Channel, thorough inspection to predict the remaining life span is not possible. Thus, replacement of the force mains would reduce the risk of failure and prevent possible releases of sewage into the Newport Bay Channel;



2. Increase safety for OCSD Operations & Maintenance personnel by selecting an entry to and exit from the site that can be accessed more easily and safely by maintenance crews and drivers. The existing pump station is accessed directly from East Coast Highway, where adjacent traffic creates safety hazards for OCSD vehicles. Maintenance trucks must currently back into oncoming traffic to exit the site; and
3. Improve odor control through a new odor control facility, which houses a vapor-phase odor control scrubber system that would remove odorous vapors from the incoming waste system as well as two 10-foot diameter tanks to accommodate liquid phase odor control.

PERMITS AND APPROVALS

The applicable agency approvals and related environmental review/consultation requirements associated with the Proposed Project may include the following, among others. It is not anticipated that any other agencies would require use of the EIR in their decision-making process.

- CEQA Clearance – OCSD;
- Site Development Review Permit – City of Newport Beach;
- Limited Term Permit – City of Newport Beach;
- Encroachment Permits – City of Newport Beach and Caltrans;
- Permanent/Temporary Easements – City of Newport Beach, Bayside Village Marina, LLC, The Irvine Company, and Bay Shores Community Association;
- Traffic Control Plan Approval – City of Newport Beach and Caltrans;
- Coastal Development Permit – California Coastal Commission and City of Newport Beach (as required under the California Coastal Act, Public Resources Code Division 20);
- California State Lands Commission – Consultation with the County of Orange regarding implementation of Newport Bay Channel force main crossing through tidelands and submerged lands;
- California Department of Fish and Wildlife – Consultation regarding implementation of Newport Bay Channel force main crossing;
- National Marine Fisheries Service – Dry dredging/shoring construction activities;
- Section 404 Permit – Army Corps of Engineers (required for dry dredging/shoring construction activities);
- Section 401 Permit – Santa Ana Regional Water Quality Control Board (required for dry dredging/shoring construction activities);
- Permit R8-2015-0004 – Santa Ana Regional Water Quality Control Board;
- General Construction Permit – Santa Ana Regional Water Quality Control Board (as required under National Pollutant Discharge Elimination System [NPDES] General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No.



2009-0009-DWQ [as amended by 2010-0014-DWQ and 2012-006-DWQ], NPDES Number CAS000002); and

- Permit to Construct (P/C) and Permit to Operate (P/O) – South Coast Air Quality Management District.

1.3 EFFECTS DETERMINED TO BE LESS THAN SIGNIFICANT IN THE INITIAL STUDY/NOTICE OF PREPARATION

OCSD prepared an Initial Study/Notice of Preparation for the Proposed Project to determine potentially significant effects of the Proposed Project. The Initial Study/Notice of Preparation was circulated for public review from November 10, 2016 through December 9, 2016. In the course of this evaluation, certain impacts of the Proposed Project were found to be less than significant due to the inability of a project of this scope to create such impacts or the absence of project characteristics producing effects of this type. The following effects were determined not to be significant, and were not analyzed in the 2020 Recirculated EIR; refer to [Appendix 11.1, Initial Study/Notice of Preparation and Comment Letters](#) of the 2020 Recirculated EIR. As such, the Project would not result in significant impacts involving the following:

AGRICULTURE AND FOREST RESOURCES

Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use.

Conflict with existing zoning for agricultural use, or a Williamson Act contract.

Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)).

Result in the loss of forest land or conversion of forest land to non-forest use.

Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use.

BIOLOGICAL RESOURCES

Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

CULTURAL RESOURCES

Disturb any human remains, including those interred outside of formal cemeteries.

GEOLOGY AND SOILS



Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault. Refer to Division of Mines and Geology Special Publication 42.

Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides.

Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water.

HAZARDS AND HAZARDOUS MATERIALS

Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area.

For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area.

Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.

HYDROLOGY AND WATER QUALITY

Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted).

Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-site or off-site.

Otherwise substantially degrade water quality.

Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map.

Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.

Inundation by seiche, tsunami, or mudflow.

LAND USE AND RELEVANT PLANNING



Physically divide an established community.

Conflict with any applicable habitat conservation plan or natural community conservation plan.

MINERAL RESOURCES

Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.

Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

NOISE

For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels.

For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels.

POPULATION AND HOUSING

Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure).

Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere.

Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere.

PUBLIC SERVICES

Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- *Fire protection.*
- *Police protection.*
- *Schools.*
- *Parks.*
- *Other public facilities.*



RECREATION

Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.

TRANSPORTATION/TRAFFIC

Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.

Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.

UTILITIES AND SERVICE SYSTEMS

Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board.

Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed.

Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs.

Comply with federal, state, and local statutes and regulations related to solid waste.

1.4 EFFECTS DETERMINED TO HAVE NO IMPACT OR BE LESS THAN SIGNIFICANT IN THE EIR

The 2020 Recirculated EIR found that the Proposed Project would result in no impacts or less than significant impacts on a number of environmental topic areas. A no impact or a less than significant environmental impact determination was made for each of the topical impact areas listed below.

It is acknowledged that after circulation of the Initial Study/Notice of Preparation (in 2016), the California Natural Resources Agency updated the CEQA Guidelines, which included changes to Appendix G, *Environmental Checklist Form*. The 2020 Recirculated EIR utilized the amended Appendix G thresholds of significance.

NO IMPACT



Hazards and Hazardous Materials

For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area.

Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.

Hydrology and Water Quality

Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin.

Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-site or off-site.

Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows.

In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation.

Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

Noise

For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels.

Population and Housing

Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure).

Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere.

Utilities and Service Systems

Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects.



Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years.

Comply with Federal, State, and local management and reduction statutes and regulations related to solid waste.

Wildfire

Substantially impair an adopted emergency response plan or emergency evacuation plan.

Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire.

Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary ongoing impacts to the environment.

Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

LESS THAN SIGNIFICANT

Aesthetics/Light and Glare

Scenic Views and Vistas. *Project implementation would not have a substantial adverse effect on a scenic view or vista.*

Cumulative Scenic Views and Vista: *The Proposed Project, combined with other related cumulative projects, would not have an adverse effect on a scenic vista.*

Air Quality

Short-Term (Construction) Air Emissions. *Short-term construction activities associated with the Proposed Project would not result in increased air pollutant emissions impacts.*

Long-Term (Operational) Impacts. *Implementation of the Proposed Project would not result in increased impacts pertaining to operational air emissions.*

Localized Emissions. *Implementation of the Proposed Project would not result in localized emissions that may expose sensitive receptors to substantial pollutant concentrations.*

Consistency with Regional Plans. *Implementation of the Proposed Project would not conflict with or obstruct implementation of the applicable air quality plan.*

Odor Impacts. *Construction and operation of the Proposed Project would not create objectionable odors affecting a substantial number of people.*

Short-Term (Construction) Cumulative Air Emissions. *Short-term construction activities associated with the Proposed Project and other cumulative projects would not result in increased air pollutant emission impacts.*



Long-Term (Operational) Cumulative Air Emissions. Proposed Project and other related cumulative projects would not result in increased impacts pertaining to operational air emissions.

Cumulative Localized Emissions. Implementation of the Proposed Project would not result in cumulative localized emissions that would expose sensitive receptors to substantial pollutant concentrations.

Cumulative Consistency with Applicable Air Quality Plans. Development associated with the Proposed Project and other cumulative projects would not conflict with or obstruct implementation of the applicable air quality plan.

Cumulative Odor Impacts. Development associated with the Proposed Project and related cumulative projects would not result in increased impacts pertaining to odors.

Cultural Resources

Historical Resources. Development associated with implementation of the Proposed Project would not result in significant impacts to historical resources within the project site.

Cumulative Historical Resources. The Proposed Project, combined with other related cumulative projects, would not result in significant cumulative impacts to historical resources.

Energy

Energy Consumption. The project would not result in wasteful, inefficient, or unnecessary consumption of energy resources.

Conflict With Applicable Energy Plans. The project would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency.

Energy Consumption (Cumulative). The Proposed Project, combined with other related cumulative projects, would not result in wasteful, inefficient, or unnecessary consumption of energy resources.

Conflict With Applicable Energy Plans (Cumulative). The Proposed Project, combined with other related cumulative projects, would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency.

Geology and Soils

Strong Seismic Ground Shaking. The project would not be subject to potential substantial adverse effects involving strong seismic ground shaking.

Seismic-Related Ground Failure. The project would not expose people or structures to potential substantial adverse effects involving seismic-related ground failure.

Soil Erosion. The project would not result in substantial soil erosion or the loss of topsoil.

Expansive Soils. The proposed development would not be located on expansive soil, creating substantial risks to life or property.



Greenhouse Gas Emissions

Greenhouse Gas Emissions. *Greenhouse gas emissions generated by the project would not have a significant impact on global climate change.*

Consistency With Applicable Greenhouse Gas Plans, Policies or Regulations. *Implementation of the Proposed Project would not conflict with an applicable greenhouse gas reduction plan, policy, or regulation.*

Cumulative Impacts. *Greenhouse gas emissions generated by the Proposed Project and other related cumulative projects would not have a significant impact on global climate change.*

Hydrology and Water Quality

Long-Term Operational Impacts. *Long-term operation of the Proposed Project would not result in increased runoff amounts and degraded water quality.*

Land Use and Planning

Southern California Association of Governments (SCAG). *The Proposed Project would not conflict with SCAG's regional planning efforts adopted for the purpose of avoiding or mitigating an environmental effect.*

City of Newport Beach General Plan. *The Proposed Project would not conflict with policies provided in the City of Newport Beach General Plan.*

Back Bay Landing Planned Community Development Plan. *The Proposed Project would not conflict with the Back Bay Landing Planned Community Development Plan development standards and design guidelines.*

Noise

Vibration Impacts. *Project implementation would not result in significant vibration impacts to nearby sensitive receptors.*

Long-Term (Mobile) Noise Impacts. *Traffic generated by the Proposed Project would not significantly contribute to existing traffic noise in the area or exceed the City's established standards.*

Long-Term (Stationary) Noise Impacts. *The Proposed Project would not result in a significant increase in long-term stationary ambient noise levels.*

Cumulative Vibration Impacts. *Project implementation along with other related cumulative projects would not result in significant vibration impacts to nearby sensitive receptors.*

Cumulative Long-Term (Mobile) Noise Impacts. *Development associated with the Proposed Project and other related cumulative projects would not significantly contribute to existing traffic noise in the area or exceed the City's established standards.*



Cumulative Long-Term (Stationary) Noise Impacts. *Development associated with the Proposed Project and other related cumulative projects would not result in a significant increase in long-term stationary ambient noise levels.*

Transportation

Vehicle Miles Traveled. *Project development would not conflict or be inconsistent with CEQA guidelines Section 15064.3 Subdivision (B).*

Cumulative Vehicle Miles Traveled. *Project development in conjunction with other related cumulative projects would not conflict or be inconsistent with CEQA guidelines Section 15064.3 Subdivision (B).*

1.5 EFFECTS DETERMINED TO BE MITIGATED TO LESS THAN SIGNIFICANT LEVELS

OCSO, having reviewed and considered the information contained in the Final EIR, the Technical Appendices, and the administrative record, finds, pursuant to California Public Resources Code 21081 (a)(1) and *CEQA Guidelines* 15091 (a)(1) that changes or alterations have been required in, or incorporated into, the Proposed Project, which would avoid or substantially lessen to below a level of significance the following potentially significant environmental effects in the following categories:

- Aesthetics/Light and Glare (short-term and long-term visual impacts, visual character/quality, light and glare, and cumulative impacts);
- Biological Resources (special status plant and wildlife species, sensitive natural communities, wetlands, migratory wildlife species, policies protecting biological resources, and cumulative impacts);
- Cultural Resources (archaeological resources and cumulative impacts);
- Geology and Soils (paleontological resources and cumulative impacts);
- Hazards and Hazardous Materials (accidental release and/or routine handling of hazardous materials, interference with an adopted emergency response or evacuation plan, and cumulative impacts);
- Hydrology and Water Quality (short-term water quality impacts and cumulative short-term and long-term operational impacts);
- Land Use and Relevant Planning (California Coastal Act and Local Coastal Program and Coastal Land Use Plan consistency and cumulative impacts),
- Noise (short-term construction noise and short-term cumulative impacts);
- Transportation (roadway, transit, bicycle, and pedestrian facilities; hazardous design features (operations); emergency access, and cumulative impacts); and
- Tribal Cultural Resources (tribal cultural resources and cumulative impacts).

The potentially significant adverse environmental impacts for which mitigation was identified are listed below. OCSO finds that these potentially significant adverse impacts can be mitigated to a level that is considered less than significant with implementation of the mitigation measures identified in the Final EIR. These findings are supported by the EIR and substantial evidence in the record of proceedings. (CEQA 15091(b).)



AESTHETICS/LIGHT AND GLARE

The Project's potential aesthetics/light and glare impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.1, *Aesthetics/Light and Glare*, of the 2020 Recirculated EIR. These include short-term and long-term degradation of visual character/quality, light and glare, and cumulative impacts.

Short-Term Visual Impacts. With incorporation of Mitigation Measure AES-1, Project construction would not result in significant impacts related to the temporary degradation of the visual character/quality of the site and its surroundings.

Findings

- 1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
- 2. With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to the short-term visual character/quality of the Project area have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

- AES-1 Prior to issuance of any grading and/or demolition permits, whichever occurs first, engineering drawings and specifications shall be prepared by the Project Engineer, or their designee, and submitted for review and approval by the Orange County Sanitation District Director of Engineering. These documents shall, at a minimum, indicate the equipment and vehicle staging areas, stockpiling of materials, screening/fencing (i.e., temporary fencing with opaque material), and haul route(s). Staging areas shall be sited away from public views, to the extent feasible and reasonable, and/or screened utilizing temporary fencing with opaque materials. Construction haul routes shall minimize impacts to sensitive uses in the project area by avoiding local residential streets.

Long-Term Visual Character/Quality. With implementation of mitigation, project implementation would not conflict with applicable zoning and other regulations governing scenic quality.

Findings

- 1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
- 2. The effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings



The potential impacts to the Project area's long-term visual character/quality have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

AES-2 Prior to construction of the new pump station facility, Orange County Sanitation District (OCSD) shall comply with the applicable requirements of the City of Newport Beach to ensure consistency with the surrounding development and Back Bay Landing PCDP design guidelines.

Light and Glare. With implementation of mitigation, project implementation would not generate additional light and glare beyond existing conditions.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts regarding light and glare have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

AES-3 Prior to any nighttime construction activities, a construction safety lighting plan shall be prepared by the Project Engineer, or their designee, and submitted to the Orange County Sanitation District Director of Engineering for review and approval. The plan shall include, but not be limited to, the following:

- Identify all required construction lighting fixtures, anticipated locations and heights, and maximum wattage required;
- Ensure all construction-related lighting fixtures (including portable fixtures) are shielded and oriented downward and away from adjacent sensitive areas (including residential and biologically sensitive areas);
- Provide the minimal wattage necessary to provide adequate nighttime visibility and safety at the construction site; and
- Demonstrate that nighttime construction lighting does not spillover onto adjacent residential properties.

AES-4 Prior to construction of the proposed pump station, an operational lighting plan shall be prepared by the Project Engineer, or their designee, and provided to the Orange



County Sanitation District (OCSD) Director of Engineering for review and approval. OCSD shall provide the lighting plan to the City of Newport Beach for review and comment, pertaining to the general consistency with the *Back Bay Landing Planned Community Development Plan* regulations for lighting. All outdoor lighting fixtures shall be designed, shielded, aimed, located, and maintained to minimize impacts to adjacent sites and to not produce glare onto adjacent sites or roadways. Final approval of the lighting plan shall be made by OCSD prior to start of Project construction. OCSD, or designee, shall verify that the approved plans incorporate the reasonably suggested revisions and comments received from the City of Newport Beach.

Cumulative Short-Term Visual Character/Quality. With implementation of mitigation, project construction activities, combined with construction activities for other relative cumulative Projects, would not temporarily degrade the visual character/quality of the development sites and their surroundings.

Findings

1. *Changes or alterations have been required in, or incorporated into, the Project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to the Project area's short-term visual character/quality have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

- AES-1 Prior to issuance of any grading and/or demolition permits, whichever occurs first, engineering drawings and specifications shall be prepared by the Project Engineer, or their designee, and submitted for review and approval by the Orange County Sanitation District Director of Engineering. These documents shall, at a minimum, indicate the equipment and vehicle staging areas, stockpiling of materials, screening/fencing (i.e., temporary fencing with opaque material), and haul route(s). Staging areas shall be sited away from public views, to the extent feasible and reasonable, and/or screened utilizing temporary fencing with opaque materials. Construction haul routes shall minimize impacts to sensitive uses in the project area by avoiding local residential streets.

Cumulative Long-Term Visual Character/Quality. With implementation of mitigation, Project implementation, combined with other related cumulative projects, would not conflict with applicable zoning and other regulations governing scenic quality.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*



2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to the Project area's long-term visual character/quality have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

- AES-2 Prior to construction of the new pump station facility, Orange County Sanitation District (OCSD) shall comply with the applicable requirements of the City of Newport Beach to ensure consistency with the surrounding development and Back Bay Landing PCDP design guidelines.

Cumulative Light and Glare. With implementation of mitigation, Project implementation, combined with other related cumulative projects, would not cumulatively contribute to significant light/glare impacts.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts regarding light and glare have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

- AES-3 Prior to any nighttime construction activities, a construction safety lighting plan shall be prepared by the Project Engineer, or their designee, and submitted to the Orange County Sanitation District Director of Engineering for review and approval. The plan shall include, but not be limited to, the following:
- Identify all required construction lighting fixtures, anticipated locations and heights, and maximum wattage required;
 - Ensure all construction-related lighting fixtures (including portable fixtures) are shielded and oriented downward and away from adjacent sensitive areas (including residential and biologically sensitive areas);



- Provide the minimal wattage necessary to provide adequate nighttime visibility and safety at the construction site; and
- Demonstrate that nighttime construction lighting does not spillover onto adjacent residential properties.

AES-4 Prior to construction of the proposed pump station, an operational lighting plan shall be prepared by the Project Engineer, or their designee, and provided to the Orange County Sanitation District (OCSD) Director of Engineering for review and approval. OCSD shall provide the lighting plan to the City of Newport Beach for review and comment, pertaining to the general consistency with the *Back Bay Landing Planned Community Development Plan* regulations for lighting. All outdoor lighting fixtures shall be designed, shielded, aimed, located, and maintained to minimize impacts to adjacent sites and to not produce glare onto adjacent sites or roadways. Final approval of the lighting plan shall be made by OCSD prior to start of project construction. OCSD, or designee, shall verify that the approved plans incorporate the reasonably suggested revisions and comments received from the City of Newport Beach.

BIOLOGICAL RESOURCES

The Project's potential biological resources impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.3, *Biological Resources*, of the 2020 Recirculated EIR. These include impacts to special status plant and wildlife species, sensitive natural communities, migratory wildlife species, wetlands, in addition to a potential conflict with policies protecting biological resources, and cumulative impacts.

Special Status Plant and Wildlife Species. With implementation of mitigation, Project implementation would not have adverse effects, either directly or through habitat modifications, on special status plant or wildlife species.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to special status plant and wildlife species have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the



Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.

BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:

- Identification of most common types of marine wildlife likely to be encountered in the project area;
- Activities that have the most potential for affecting wildlife in the project area;
- Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
- Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and
- Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.

BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on



construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

Sensitive Natural Communities. With implementation of mitigation, Project implementation would not have an adverse effect on riparian habitat or other sensitive natural community.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to sensitive natural communities have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measures:

- BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

Wetlands. With implementation of mitigation, Project implementation would not have an adverse effect on State or Federally protected wetlands.



Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to wetlands have been eliminated or substantially lessened to a level of less than significant of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

- HWQ-4 In compliance with the Federal Clean Water Act, the Proposed Project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.
- BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:
- Identification of most common types of marine wildlife likely to be encountered in the project area;
 - Activities that have the most potential for affecting wildlife in the project area;
 - Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
 - Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and
 - Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.



BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

Migratory Wildlife Species. With implementation of mitigation, Project implementation would not interfere with the movement of a native resident or migratory wildlife species.



Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to wildlife movement have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

- HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.
- BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:
- Identification of most common types of marine wildlife likely to be encountered in the project area;
 - Activities that have the most potential for affecting wildlife in the project area;
 - Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
 - Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and
 - Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.



BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

Policies Protecting Biological Resources. With implementation of mitigation, Project implementation would not conflict with a City policy protecting biological resources.



Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts pertaining to conflicts with policies protecting biological resources have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

- BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:
- Identification of most common types of marine wildlife likely to be encountered in the project area;
 - Activities that have the most potential for affecting wildlife in the project area;
 - Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
 - Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and
 - Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.
- BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.



If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

- BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

Cumulative Special Status Plant and Wildlife Species. With implementation of mitigation, Project implementation combined with cumulative development would not have adverse effects, either directly or through habitat modifications, on special status plant or wildlife species.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*



2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to special status plant and wildlife species have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.

BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:

- Identification of most common types of marine wildlife likely to be encountered in the project area;
- Activities that have the most potential for affecting wildlife in the project area;
- Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
- Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and
- Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.

BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.



If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

Cumulative Sensitive Natural Communities. With implementation of mitigation, Project implementation combined with cumulative developments would not have adverse effect on riparian habitat or other sensitive natural community.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to sensitive natural communities have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measures:

- BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass,



releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

Cumulative Wetlands. With implementation of mitigation, Project implementation combined with cumulative development would not have an adverse effect on State or Federally protected wetlands.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to wetlands have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.

BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:

- Identification of most common types of marine wildlife likely to be encountered in the project area;
- Activities that have the most potential for affecting wildlife in the project area;



- Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
- Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and
- Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.

BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented



during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

Cumulative Migratory Wildlife Species. With implementation of mitigation, Project implementation combined with cumulative development would not interfere with the movement of migratory wildlife species.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to migratory wildlife species have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.

BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:

- Identification of most common types of marine wildlife likely to be encountered in the project area;
- Activities that have the most potential for affecting wildlife in the project area;



- Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
- Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and
- Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.

BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented



during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

Cumulative Policies Protecting Biological Resources. With implementation of mitigation, Project implementation combined with cumulative development would not conflict with a City policy protecting biological resources.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to policies protecting biological resources have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

- HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.
- BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:
- Identification of most common types of marine wildlife likely to be encountered in the project area;
 - Activities that have the most potential for affecting wildlife in the project area;



- Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
- Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and
- Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.

BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented



during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

CULTURAL RESOURCES

The Project's potential cultural resources impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.4, *Cultural Resources*, of the 2020 Recirculated EIR. These include impacts to archaeological resources and cumulative impacts.

Archaeological Resources. With implementation of mitigation, development associated with implementation of the Project would not impact archaeological resources within the Project site.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to archaeological resources have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measures:

CUL-1 Prior to ground-disturbing activities, Orange County Sanitation District (OCSD), or its designee, shall retain a qualified archaeologist who meets the requirements of the Secretary of the Interior's Standards to prepare an Archaeological Monitoring Protocol Plan for the project that is consistent with all applicable requirements of the City of Newport Beach Local Coastal Program (CLUP) and Coastal Development Permit (CDP) as determined by the City of Newport Beach. The Archaeological Monitoring Protocol Plan shall include, but is not limited to, the following:

- Identification of the project's area of potential effect;
- Training procedures regarding the Archaeological Monitoring Protocol Plan and the identification of potential archaeological resources. The training shall be open to Native American tribal representative(s), to assist the contractor's representative in identifying potential tribal cultural resources.



- Procedures to follow in the event that potential archaeological resources are discovered during construction activities, including, without limitation, halting work in the area of the find and contacting the qualified archaeologist to evaluate the find.
- Procedures for proceeding with construction work after a significant find is inventoried, documented, and/or recovered.

OCSO, or designee, shall implement all recommended and required measures identified in the Archaeological Monitoring Protocol Plan approved by the City of Newport Beach.

If evidence of potential subsurface archaeological resources is found during ground disturbance/excavation activities, these activities shall cease within 50 feet of that area and the construction contractor shall contact OCSO. Construction activities shall be allowed to continue in other areas of the site. OCSO, or designee, shall then retain a qualified archaeologist to evaluate the discovery prior to resuming grading/construction activities in the immediate vicinity of the find. If warranted based on the archaeologist's evaluation of the find, the archaeologist shall collect the resource, and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of the significance (depth, nature, condition, and extent of the resource), identify final mitigation measures that OCSO or its designee shall incorporate into future construction plans, and provide cost estimates.

If the qualified archaeologist determines that the find is prehistoric or includes Native American materials, affiliated Native American groups shall be invited to contribute to the assessment and recovery of the resource, as applicable. The qualified archaeologist and any applicable Native American contacts shall collect the resource and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates.

Salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. Work within the area of discovery shall resume only after the resource has been appropriately inventoried, documented, and/or recovered, as detailed in the test-level report(s).

Cumulative Archaeological Resources. With implementation of mitigation, the Proposed Project, combined with other related cumulative development, would not result in significant cumulative impacts to archaeological resources.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*



Facts in Support of Findings

The potential cumulative impacts to archaeological resources have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measures:

CUL-1 Prior to ground-disturbing activities, Orange County Sanitation District (OCSD), or its designee, shall retain a qualified archaeologist who meets the requirements of the Secretary of the Interior's Standards to prepare an Archaeological Monitoring Protocol Plan for the project that is consistent with all applicable requirements of the City of Newport Beach Local Coastal Program (CLUP) and Coastal Development Permit (CDP) as determined by the City of Newport Beach. The Archaeological Monitoring Protocol Plan shall include, but is not limited to, the following:

- Identification of the project's area of potential effect;
- Training procedures regarding the Archaeological Monitoring Protocol Plan and the identification of potential archaeological resources. The training shall be open to Native American tribal representative(s), to assist the contractor's representative in identifying potential tribal cultural resources.
- Procedures to follow in the event that potential archaeological resources are discovered during construction activities, including, without limitation, halting work in the area of the find and contacting the qualified archaeologist to evaluate the find.
- Procedures for proceeding with construction work after a significant find is inventoried, documented, and/or recovered.

OCSD, or designee, shall implement all recommended and required measures identified in the Archaeological Monitoring Protocol Plan approved by the City of Newport Beach.

If evidence of potential subsurface archaeological resources is found during ground disturbance/excavation activities, these activities shall cease within 50 feet of that area and the construction contractor shall contact OCSD. Construction activities shall be allowed to continue in other areas of the site. OCSD, or designee, shall then retain a qualified archaeologist to evaluate the discovery prior to resuming grading/construction activities in the immediate vicinity of the find. If warranted based on the archaeologist's evaluation of the find, the archaeologist shall collect the resource, and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of the significance (depth, nature, condition, and extent of the resource), identify final mitigation measures that OCSD or its designee shall incorporate into future construction plans, and provide cost estimates.



If the qualified archaeologist determines that the find is prehistoric or includes Native American materials, affiliated Native American groups shall be invited to contribute to the assessment and recovery of the resource, as applicable. The qualified archaeologist and any applicable Native American contacts shall collect the resource and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates.

Salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. Work within the area of discovery shall resume only after the resource has been appropriately inventoried, documented, and/or recovered, as detailed in the test-level report(s).

GEOLOGY AND SOILS

The Project's potential geology and soils impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.5, *Geology and Soils*, of the 2020 Recirculated EIR. These impacts include paleontological resources and cumulative impacts.

Paleontological Resources. With implementation of mitigation, development associated with implementation of the Project would not impact paleontological resources within the Project site.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to paleontological resources have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measures:

- GEO-1 Prior to ground-disturbing activities, a qualified paleontologist shall provide a Monitoring Protocol Plan for the project. The plan shall identify procedures to be used in the event that potential recoverable fossils are discovered by the construction contractor. The qualified paleontologist shall have a B.S. or B.A. in geology and/or paleontology with demonstrated competence in research, fieldwork, reporting, and curation. The qualified paleontologist shall provide training to the contractor's representative regarding the Monitoring Protocol Plan and the identification of paleontological resources. The Monitoring Protocol Plan shall state that in the event a fossil or suspected fossil is encountered during ground disturbing activities, the following steps shall be taken to ensure paleontological resource(s), if present, are



properly preserved or salvaged in accordance with the recommendation of the qualified paleontologist and existing Federal, State, and local laws and regulations:

- The fossil site shall not be touched, moved, or disturbed in any way.
- Work shall stop in the immediate area, and a minimum 50-foot buffer shall be marked with brightly colored flagging. No further disturbance in the flagged area shall occur until the contractor has cleared the area.
- The contractor's representative, construction foreman or supervisor, and a qualified paleontologist shall be immediately notified.
- The qualified paleontologist shall quickly examine the find and make a determination of significance. If the find is not significant, the foreman shall be informed when it is acceptable to resume work in the area.
- Should the qualified paleontologist determine the find is significant, the qualified paleontologist shall develop a plan of mitigation which would likely include salvage excavation and removal of the find, removal of sediment from around the specimen, research to identify and categorize the find, curation of the find in a local qualified repository, and preparation of a report summarizing the find.

Cumulative Geology and Soils. With implementation of mitigation, the Proposed Project, combined with other related cumulative projects, would not result in adverse effects involving paleontological resources.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to paleontological resources have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measures:

GEO-1 Prior to ground-disturbing activities, a qualified paleontologist shall provide a Monitoring Protocol Plan for the project. The plan shall identify procedures to be used in the event that potential recoverable fossils are discovered by the construction contractor. The qualified paleontologist shall have a B.S. or B.A. in geology and/or paleontology with demonstrated competence in research, fieldwork, reporting, and curation. The qualified paleontologist shall provide training to the contractor's representative regarding the Monitoring Protocol Plan and the identification of



paleontological resources. The Monitoring Protocol Plan shall state that in the event a fossil or suspected fossil is encountered during ground disturbing activities, the following steps shall be taken to ensure paleontological resource(s), if present, are properly preserved or salvaged in accordance with the recommendation of the qualified paleontologist and existing Federal, State, and local laws and regulations:

- The fossil site shall not be touched, moved, or disturbed in any way.
- Work shall stop in the immediate area, and a minimum 50-foot buffer shall be marked with brightly colored flagging. No further disturbance in the flagged area shall occur until the contractor has cleared the area.
- The contractor's representative, construction foreman or supervisor, and a qualified paleontologist shall be immediately notified.
- The qualified paleontologist shall quickly examine the find and make a determination of significance. If the find is not significant, the foreman shall be informed when it is acceptable to resume work in the area.
- Should the qualified paleontologist determine the find is significant, the qualified paleontologist shall develop a plan of mitigation which would likely include salvage excavation and removal of the find, removal of sediment from around the specimen, research to identify and categorize the find, curation of the find in a local qualified repository, and preparation of a report summarizing the find.

HAZARDS AND HAZARDOUS MATERIALS

The Project's potential hazards and hazardous materials impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.7, *Hazards and Hazardous Materials*, of the 2020 Recirculated EIR. These include accidental release and/or routine handling of hazardous materials, interference with an adopted emergency response or evacuation plan, and cumulative impacts.

Accidental Release and/or Routine Handling of Hazardous Materials. With implementation of mitigation, the Proposed Project would not create a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials, or accident conditions involving the release of hazardous materials.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings



The potential impacts from accidental release and/or routine handling of hazardous materials have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

- HAZ-1 Prior to demolition activities, an asbestos survey shall be conducted by an Asbestos Hazard Emergency Response Act (AHERA) and California Division of Occupational Safety and Health (Cal/OSHA) certified building inspector to determine the presence or absence of asbestos containing-materials (ACMs). If ACMs are determined to be present, abatement of asbestos shall be completed prior to any activities that would disturb ACMs or create an airborne asbestos hazard. Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403. Asbestos wastes shall be handled and disposed of in accordance with the federal Toxic Substances Control Act (TSCA), 40 Code of Federal Regulations (CFR) 763, the Clean Air Act (NESHAP), and California Code of Regulations, Title 22, Division 4.5. Contractors performing ACM removal shall provide documentation of abatement activities to the Orange County Sanitation District.
- HAZ-2 If paint is separated from building materials (chemically or physically) during demolition of the structures, the paint waste shall be evaluated independently from the building material by an EPA certified Lead Inspector. If lead-based paint is found, abatement shall be completed by an EPA qualified Lead Abatement Specialist prior to any activities that would create lead dust or a fume hazard. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide documentation of abatement activities to the Orange County Sanitation District.
- HAZ-3 Prior to construction, a Soil Management Plan (SMP) shall be prepared and signed and stamped by a Professional Geologist or Engineer licensed in the State of California. The SMP shall be incorporated into project plans and specifications to be used by the contractor and the Orange County Sanitation District during construction activities. The SMP shall include guidelines for safety measures and soil management in the event that contaminated soils are to be disturbed, and for handling contaminated soil during any planned earthwork activities. Soil management practices could include the use of proper protective gear, waste profiling, landfill selection, and setting designated stockpiling location, among others. Additionally, the SMP shall include verification sampling for spoils/dredged material, soil import and export, as well as backfill to confirm that no hazardous materials are present. If hazardous materials are detected, the materials shall be properly disposed of in accordance with Federal and State requirements, such as the Resources Conservation and Recovery Act (RCRA) and Hazardous Materials Transportation Act (HMTA), among others. The SMP shall also include a decision framework and specific risk management measures for managing soil in a manner protective of human health and consistent with applicable regulatory requirements.



HAZ-4 If unknown wastes are discovered during construction that are believed to involve hazardous waste or materials, the contractor shall comply with the following:

- Immediately cease work in the vicinity of the suspected contaminant, and remove workers and the public from the area;
- Notify the Orange County Sanitation District;
- Secure the area as directed by the Orange County Sanitation District; and
- Notify the Orange County Health Care Agency's Hazardous Materials Division's Hazardous Waste/ Materials Coordinator (or other appropriate agency specified by the Director of Engineering). The Hazardous Waste/Materials Coordinator shall advise the responsible party of further actions that shall be taken, if required. Any and all further actions shall be taken in compliance with the directions of the Hazardous Waste / Materials Coordinator and Federal and State law.

Interference with an Adopted Emergency Response or Evacuation Plan. With implementation of mitigation, construction and operations of the Project would not create a significant hazard to the public or environment through interference with an adopted emergency response or evacuation plan.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts from interference with an adopted emergency response or evacuation plan have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent



feasible, during construction or shall be re-routed to ensure continued connectivity.

- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited to, gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversized loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.



- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Cumulative Accidental Release and/or Routine Handling of Hazardous Materials. With implementation of mitigation, the Proposed Project and other related cumulative projects would not create a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials, or accident conditions involving the release of hazardous materials.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts from accidental release and/or routine handling or hazardous materials have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

- HAZ-1 Prior to demolition activities, an asbestos survey shall be conducted by an Asbestos Hazard Emergency Response Act (AHERA) and California Division of Occupational Safety and Health (Cal/OSHA) certified building inspector to determine the presence or absence of asbestos containing-materials (ACMs). If ACMs are determined to be present, abatement of asbestos shall be completed prior to any activities that would disturb ACMs or create an airborne asbestos hazard. Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403. Asbestos wastes shall be handled and disposed of in accordance with the federal Toxic Substances Control Act (TSCA), 40 Code of Federal Regulations (CFR) 763, the Clean



Air Act (NESHAP), and California Code of Regulations, Title 22, Division 4.5. Contractors performing ACM removal shall provide documentation of abatement activities to the Orange County Sanitation District.

- HAZ-2 If paint is separated from building materials (chemically or physically) during demolition of the structures, the paint waste shall be evaluated independently from the building material by an EPA certified Lead Inspector. If lead-based paint is found, abatement shall be completed by an EPA qualified Lead Abatement Specialist prior to any activities that would create lead dust or a fume hazard. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide documentation of abatement activities to the Orange County Sanitation District.
- HAZ-3 Prior to construction, a Soil Management Plan (SMP) shall be prepared and signed and stamped by a Professional Geologist or Engineer licensed in the State of California. The SMP shall be incorporated into project plans and specifications to be used by the contractor and the Orange County Sanitation District during construction activities. The SMP shall include guidelines for safety measures and soil management in the event that contaminated soils are to be disturbed, and for handling contaminated soil during any planned earthwork activities. Soil management practices could include the use of proper protective gear, waste profiling, landfill selection, and setting designated stockpiling location, among others. Additionally, the SMP shall include verification sampling for spoils/dredged material, soil import and export, as well as backfill to confirm that no hazardous materials are present. If hazardous materials are detected, the materials shall be properly disposed of in accordance with Federal and State requirements, such as the Resources Conservation and Recovery Act (RCRA) and Hazardous Materials Transportation Act (HMTA), among others. The SMP shall also include a decision framework and specific risk management measures for managing soil in a manner protective of human health and consistent with applicable regulatory requirements.
- HAZ-4 If unknown wastes are discovered during construction that are believed to involve hazardous waste or materials, the contractor shall comply with the following:
- Immediately cease work in the vicinity of the suspected contaminant, and remove workers and the public from the area;
 - Notify the Orange County Sanitation District;
 - Secure the area as directed by the Orange County Sanitation District; and
 - Notify the Orange County Health Care Agency's Hazardous Materials Division's Hazardous Waste/ Materials Coordinator (or other appropriate agency specified by the Director of Engineering). The Hazardous Waste/Materials Coordinator shall advise the responsible party of further actions that shall be taken, if required. Any and all further actions shall be



taken in compliance with the directions of the Hazardous Waste / Materials Coordinator and Federal and State law.

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.



- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Cumulative Interference with an Adopted Emergency Response or Evacuation Plan. With implementation of mitigation, construction and operations of the Proposed Project and other related cumulative projects would not create a significant hazard to the public or environment through interference with an adopted emergency response or evacuation plan.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*



Facts in Support of Findings

The potential cumulative impacts from interference with an adopted emergency response or evacuation plan have been mitigated or substantially lessened to a level of less than significant by virtue of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project



construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.

- Hauling of oversized loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

HYDROLOGY AND WATER QUALITY

The Project's potential hydrology and water quality impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.8, *Hydrology and Water Quality*, of the 2020 Recirculated EIR. These include short-term impacts to water quality and cumulative impacts.

Water Quality – Short-Term Impacts. With implementation of mitigation, grading, excavation, and construction activities associated with the Proposed Project would not impact water quality.



Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential short-term impacts to water quality have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

- HWQ-1 Prior to site disturbance activities and as part of the project's compliance with the National Pollutant Discharge Elimination System requirements, a Notice of Intent shall be prepared by the Orange County Sanitation District, or designee, and submitted to the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board, providing notification and intent to comply with the State of California Construction General Permit and the General Waste Discharge Requirements For Insignificant Threat Discharges to Surface Waters.
- HWQ-2 The proposed project shall conform to the requirements of an approved Storm Water Pollution Prevention Plan (to be applied for by the Orange County Sanitation District, or designee, prior to site disturbance) and the National Pollutant Discharge Elimination System Permit for General Construction Activities No. CAS000002, Order No. 2009-0009-DWQ (as amended by 2010-014-DWQ and 2012-006-DWQ), including implementation of all recommended best management practices (e.g., straw bale barriers, sediment traps, wind erosion/dust control, silt fences, and filter berms), as approved by the State Water Resources Control Board.
- HWQ-3 Upon completion of project construction, the Orange County Sanitation District, or designee, shall submit a Notice of Termination to the State Water Resources Control Board to indicate that construction is completed.
- HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.

Cumulative Water Quality Impacts. With implementation of mitigation, grading, excavation, and construction activities associated with the Proposed Project and other related cumulative projects would not impact water quality.

Findings



1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative short-term construction and cumulative long-term operational impacts to water quality have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

- HWQ-1 Prior to site disturbance activities and as part of the project's compliance with the National Pollutant Discharge Elimination System requirements, a Notice of Intent shall be prepared by the Orange County Sanitation District, or designee, and submitted to the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board, providing notification and intent to comply with the State of California Construction General Permit and the General Waste Discharge Requirements For Insignificant Threat Discharges to Surface Waters.
- HWQ-2 The proposed project shall conform to the requirements of an approved Storm Water Pollution Prevention Plan (to be applied for by the Orange County Sanitation District, or designee, prior to site disturbance) and the National Pollutant Discharge Elimination System Permit for General Construction Activities No. CAS000002, Order No. 2009-0009-DWQ (as amended by 2010-014-DWQ and 2012-006-DWQ), including implementation of all recommended best management practices (e.g., straw bale barriers, sediment traps, wind erosion/dust control, silt fences, and filter berms), as approved by the State Water Resources Control Board.
- HWQ-3 Upon completion of project construction, the Orange County Sanitation District, or designee, shall submit a Notice of Termination to the State Water Resources Control Board to indicate that construction is completed.
- HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.

LAND USE AND RELEVANT PLANNING

The Project's potential land use and relevant planning impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.09, *Land Use*, of the 2020 Recirculated EIR. These include the California Coastal Act, local coastal programs, and coastal land use plan.

California Coastal Act. With implementation of mitigation, the Proposed Project would not conflict with the Coastal Act's planning and management policies.



Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts from conflicting with the California Coastal Act have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

- TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:
- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
 - Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
 - At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
 - Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
 - Identify any and all construction staging or material storage sites located outside of the project site.



- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Local Coastal Program and Coastal Land Use Plan. With implementation of mitigation, the Proposed Project would not conflict with the policies provided in the City's Local Coastal Program and Coastal Land Use Plan.



Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts from conflict with the local Coastal Program and Coastal Land Use Plan have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.



- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Cumulative Land Use and Relevant Planning Impact. With implementation of mitigation, the Proposed Project along with other nearby cumulative projects would not conflict with policies within



applicable land use plan, policy or regulations adopted for the purpose of avoiding or mitigating an environmental effect.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts from the applicable land use plans have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.



- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversized loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).



NOISE

The Project's potential noise impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.10, *Noise*, of the 2020 Recirculated EIR. These include short-term construction noise and cumulative impacts.

Short-Term Construction Noise Impacts. With implementation of mitigation, grading and construction within the area would not result in significant temporary noise impacts to nearby noise sensitive receivers.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts from short-term construction noise have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

- NOI-1 Prior to the initiation of construction, the Orange County Sanitation District shall confirm that the Grading Plan, Building Plans, and specifications stipulate that:
- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other State required noise attenuation devices.
 - The Orange County Sanitation District shall provide a "Noise Disturbance Coordinator." The Disturbance Coordinator shall be responsible for responding to any local complaints about construction noise. When a complaint is received, the Disturbance Coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall implement measures to resolve the complaint and comply with the City Noise Ordinance. The construction hotline telephone number shall be clearly posted on-site.
 - Construction haul routes shall be designed to avoid noise sensitive uses (e.g., residences, schools, hospitals, etc.) to the greatest extent possible.
 - During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers.
 - Construction activities that produce noise shall not take place outside of the allowable hours specified by the City of Newport Beach Municipal Code, with



the exception of the 24 hour per day operation of microtunneling (pursuant to Mitigation Measure NOI-2). Alternative work hours may be designated by the City to reduce other impacts, such as traffic.

- NOI-2 Prior to issuance of Demolition or Building Permits, the Orange County Sanitation District, or designee, shall retain a qualified Acoustical Engineer, defined as an individual with a bachelor's degree or above in acoustics, physics, or another closely related engineering discipline and demonstrated field experience, to prepare a Construction Noise Control Plan. The Construction Noise Control Plan shall identify the types, location, and duration of equipment to be used during project construction. Construction noise levels shall be quantified and estimated at the nearest sensitive uses (i.e., residences, schools, churches, recreation/park facilities, hospitals, libraries, etc.) within 1,000 feet of the project construction area. Based on proposed construction hours and equipment to be used, the Construction Noise Control Plan shall identify noise reduction measures to minimize construction noise levels at off-site sensitive uses, demonstrating compliance with the Newport Beach Municipal Code Chapter 10.26 and 10.28. Noise reduction measures may include the use of sound blankets, sound walls/barriers, noise shrouds, and/or limiting the use of heavy noise-emitting equipment to non-sensitive hours (during daytime work hours and not after 5:00 p.m., etc.). The noise reduction measures shall be included in the project engineering drawings and specifications, and/or contractor shop drawings for review by the City of Newport Beach Planning Division. All noise reduction measures identified in the Construction Noise Control Plan approved by the City of Newport Beach shall be included in all project designs and construction plans for the project.

Cumulative Short-Term Construction Noise Impacts. With implementation of mitigation, grading and construction within the area would not result in cumulatively considerable short-term noise impacts to nearby noise sensitive receivers, following implementation of mitigation measures.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts from short-term construction noise have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

- NOI-1 Prior to the initiation of construction, the Orange County Sanitation District shall confirm that the Grading Plan, Building Plans, and specifications stipulate that:



- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other State required noise attenuation devices.
- The Orange County Sanitation District shall provide a “Noise Disturbance Coordinator.” The Disturbance Coordinator shall be responsible for responding to any local complaints about construction noise. When a complaint is received, the Disturbance Coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall implement measures to resolve the complaint and comply with the City Noise Ordinance. The construction hotline telephone number shall be clearly posted on-site.
- Construction haul routes shall be designed to avoid noise sensitive uses (e.g., residences, schools, hospitals, etc.) to the greatest extent possible.
- During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers.
- Construction activities that produce noise shall not take place outside of the allowable hours specified by the City of Newport Beach Municipal Code, with the exception of the 24 hour per day operation of microtunneling (pursuant to Mitigation Measure NOI-2). Alternative work hours may be designated by the City to reduce other impacts, such as traffic.

NOI-2 Prior to issuance of Demolition or Building Permits, the Orange County Sanitation District, or designee, shall retain a qualified Acoustical Engineer, defined as an individual with a bachelor’s degree or above in acoustics, physics, or another closely related engineering discipline and demonstrated field experience, to prepare a Construction Noise Control Plan. The Construction Noise Control Plan shall identify the types, location, and duration of equipment to be used during project construction. Construction noise levels shall be quantified and estimated at the nearest sensitive uses (i.e., residences, schools, churches, recreation/park facilities, hospitals, libraries, etc.) within 1,000 feet of the project construction area. Based on proposed construction hours and equipment to be used, the Construction Noise Control Plan shall identify noise reduction measures to minimize construction noise levels at off-site sensitive uses, demonstrating compliance with the Newport Beach Municipal Code Chapter 10.26 and 10.28. Noise reduction measures may include the use of sound blankets, sound walls/barriers, noise shrouds, and/or limiting the use of heavy noise-emitting equipment to non-sensitive hours (during daytime work hours and not after 5:00 p.m., etc.). The noise reduction measures shall be included in the project engineering drawings and specifications, and/or contractor shop drawings for review by the City of Newport Beach Planning Division. All noise reduction measures identified in the Construction Noise Control Plan approved by the City of Newport Beach shall be included in all project designs and construction plans for the project.



TRANSPORTATION

The Project's potential transportation impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.11, *Transportation/Traffic*, of the 2020 Recirculated EIR. These include impacts to public transit, bicycle, and pedestrian facilities; hazardous design features; emergency access; and cumulative impacts.

Roadway, Transit, Bicycle, and Pedestrian Facilities. With implementation of mitigation, Project construction would not adversely impact plans related to roadway, transit, bicycle, and pedestrian facilities.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts from roadway, transit, bicycle, and pedestrian facilities have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

- TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:
- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
 - Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
 - At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency



access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.

- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversized loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.



- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Hazardous Design Features. The Project would not substantially increase hazards due to short-term construction activities within surrounding roadways.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts from hazardous design features have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways,



to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.

- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited to, gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversized loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.



- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Emergency Access. With implementation of mitigation, implementation of the Project would not result in inadequate emergency access.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to emergency access have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways,



to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.

- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited to, gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversized loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.



- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Cumulative Roadway, Transit, Bicycle, and Pedestrian Facilities. With implementation of mitigation, implementation of the Proposed Project and other related cumulative projects would not conflict with adopted policies, plans, or programs regarding roadway, public transit, bicycle, and pedestrian facilities.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts from roadway, transit, bicycle, and pedestrian facilities have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport



Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.

- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.



- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Cumulative Hazardous Design Features. With implementation of mitigation, implementation of the Proposed Project and other related cumulative projects would not substantially increase hazards due to a proposed design feature.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts from hazardous design features have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.



- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
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- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.



- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Cumulative Emergency Access. With implementation of mitigation, implementation of the Proposed Project and other related cumulative projects would not result in inadequate emergency access.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to emergency access have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.



- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.



- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

TRIBAL CULTURAL RESOURCES

The Project's potential tribal cultural resources impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.12, *Tribal Cultural Resources*, of the 2020 Recirculated EIR. These include impacts to tribal cultural resources and cumulative impacts.

Tribal Cultural Resources. With implementation of mitigation, the Proposed Project would not cause a significant impact to a tribal cultural resource.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts related to tribal cultural resources have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

CUL-1 Prior to ground-disturbing activities, Orange County Sanitation District (OCSD), or its designee, shall retain a qualified archaeologist who meets the requirements of the Secretary of the Interior's Standards to prepare an Archaeological Monitoring Protocol Plan for the project that is consistent with all applicable requirements of the City of Newport Beach Local Coastal Program (CLUP) and Coastal Development Permit (CDP) as determined by the City of Newport Beach. The Archaeological Monitoring Protocol Plan shall include, but is not limited to, the following:

- Identification of the project's area of potential effect;



- Training procedures regarding the Archaeological Monitoring Protocol Plan and the identification of potential archaeological resources. The training shall be open to Native American tribal representative(s), to assist the contractor's representative in identifying potential tribal cultural resources.
- Procedures to follow in the event that potential archaeological resources are discovered during construction activities, including, without limitation, halting work in the area of the find and contacting the qualified archaeologist to evaluate the find.
- Procedures for proceeding with construction work after a significant find is inventoried, documented, and/or recovered.

OCSD, or designee, shall implement all recommended and required measures identified in the Archaeological Monitoring Protocol Plan approved by the City of Newport Beach.

If evidence of potential subsurface archaeological resources is found during ground disturbance/excavation activities, these activities shall cease within 50 feet of that area and the construction contractor shall contact OCSD. Construction activities shall be allowed to continue in other areas of the site. OCSD, or designee, shall then retain a qualified archaeologist to evaluate the discovery prior to resuming grading/construction activities in the immediate vicinity of the find. If warranted based on the archaeologist's evaluation of the find, the archaeologist shall collect the resource, and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of the significance (depth, nature, condition, and extent of the resource), identify final mitigation measures that OCSD or its designee shall incorporate into future construction plans, and provide cost estimates.

If the qualified archaeologist determines that the find is prehistoric or includes Native American materials, affiliated Native American groups shall be invited to contribute to the assessment and recovery of the resource, as applicable. The qualified archaeologist and any applicable Native American contacts shall collect the resource and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates.

Salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. Work within the area of discovery shall resume only after the resource has been appropriately inventoried, documented, and/or recovered, as detailed in the test-level report(s).

Cumulative Tribal Cultural Resource Impacts. With implementation of mitigation, the Proposed Project, combined with other related cumulative projects, would not cause a significant impact to a tribal cultural resource.



Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts related to tribal cultural resources have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

CUL-1 Prior to ground-disturbing activities, Orange County Sanitation District (OCSD), or its designee, shall retain a qualified archaeologist who meets the requirements of the Secretary of the Interior's Standards to prepare an Archaeological Monitoring Protocol Plan for the project that is consistent with all applicable requirements of the City of Newport Beach Local Coastal Program (CLUP) and Coastal Development Permit (CDP) as determined by the City of Newport Beach. The Archaeological Monitoring Protocol Plan shall include, but is not limited to, the following:

- Identification of the project's area of potential effect;
- Training procedures regarding the Archaeological Monitoring Protocol Plan and the identification of potential archaeological resources. The training shall be open to Native American tribal representative(s), to assist the contractor's representative in identifying potential tribal cultural resources.
- Procedures to follow in the event that potential archaeological resources are discovered during construction activities, including, without limitation, halting work in the area of the find and contacting the qualified archaeologist to evaluate the find.
- Procedures for proceeding with construction work after a significant find is inventoried, documented, and/or recovered.

OCSD, or designee, shall implement all recommended and required measures identified in the Archaeological Monitoring Protocol Plan approved by the City of Newport Beach.

If evidence of potential subsurface archaeological resources is found during ground disturbance/excavation activities, these activities shall cease within 50 feet of that area and the construction contractor shall contact OCSD. Construction activities shall be allowed to continue in other areas of the site. OCSD, or designee, shall then retain a qualified archaeologist to evaluate the discovery prior to resuming grading/construction activities in the immediate vicinity of the find. If warranted based on the archaeologist's evaluation of the find, the archaeologist shall collect the



resource, and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of the significance (depth, nature, condition, and extent of the resource), identify final mitigation measures that OCSD or its designee shall incorporate into future construction plans, and provide cost estimates.

If the qualified archaeologist determines that the find is prehistoric or includes Native American materials, affiliated Native American groups shall be invited to contribute to the assessment and recovery of the resource, as applicable. The qualified archaeologist and any applicable Native American contacts shall collect the resource and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates.

Salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. Work within the area of discovery shall resume only after the resource has been appropriately inventoried, documented, and/or recovered, as detailed in the test-level report(s).

1.6 ENVIRONMENTAL EFFECTS WHICH REMAIN SIGNIFICANT AND UNAVOIDABLE AFTER MITIGATION AND FINDINGS

OCSD, having reviewed and considered the information contained in the Final EIR, Technical Appendices, and the administrative record, finds that mitigation measures identified in the Final EIR would avoid or substantially lessen potential Project impacts and, therefore, Project implementation would not cause a significant unavoidable impact.

2.0 CERTIFICATION OF THE FINAL EIR

OCSD declares that no new significant information as defined by the State *CEQA Guidelines*, Section 15088.5, has been received by OCSD after circulation of the 2020 Recirculated EIR that would require recirculation.

OCSD certifies the EIR based on the following findings and conclusions:

2.1 FINDINGS

The Proposed Project would not have the potential for creating significant adverse environmental impacts. It was determined that applicable mitigation measures would avoid or substantially lessen potential Project impacts, and that no significant unavoidable impacts would occur.

2.2 CONCLUSIONS

- All significant environmental impacts from the implementation of the Proposed Project have been identified in the EIR and, with implementation of the mitigation measures identified, would be mitigated to a level of insignificance.












Resolution 21-03 Bay Bridge

Final Audit Report

2021-02-25

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By:	Kelly Lore (klore@ocsd.com)
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BOARD OF DIRECTORS

Agenda Report

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

File #: 2023-3102

Agenda Date: 7/26/2023

Agenda Item No: 18.

FROM: Robert Thompson, General Manager
Originator: Wally Ritchie, Director of Finance

SUBJECT:

PROPOSED ADOPTION OF ORDINANCE NO. OC SAN-61 UPDATING THE PURCHASING ORDINANCE

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Motion to read Ordinance No. OC SAN-61 by title only and waive reading of said entire Ordinance;
- B. Adopt Ordinance No. OC SAN-61, entitled: "An Ordinance of the Board of Directors of the Orange County Sanitation District Establishing Requirements and Procedures for the Purchase of Goods, Services, and Public Works Projects; and Repealing Ordinance No. OC SAN-56"; and
- C. Direct the Clerk of the Board to publish summaries of the Ordinance as required by law.

BACKGROUND

The proposed Purchasing Ordinance sets forth the requirements that apply to the Orange County Sanitation District's (OC San) purchase of goods and services. The proposed Ordinance updates the requirements currently set forth in Ordinance No. OC SAN-56 and clarifies several individual requirements and procedures. The Ordinance, for example, modifies solicitation thresholds and procurement approval levels.

RELEVANT STANDARDS

- Build brand, trust, and support with policy makers and community leaders
- CA Public Contract Code Section 20783
- CA Government Code Section 4526 & 54202
- Ensure the public's money is wisely spent

PROBLEM

OC San has not updated its solicitation limits in a significant amount of time. The value of goods and

services has increased significantly year over year, causing the procurement process to take longer due to the solicitation limits. This may delay critical system repairs and maintenance.

PROPOSED SOLUTION

Adopt an Ordinance with the new proposed purchasing requirements and authority based on OC San's staff thorough review and analysis of the limitations of the existing Ordinance.

TIMING CONCERNS

The timing for adoption of the proposed Ordinance is as follows:

May 2023 - Discussion of Proposed Ordinance Updates with Operations and Administration Committees.

June 2023 - Introduction of the Ordinance to the Administration Committee.

June 2023 - Introduction and first reading of the Ordinance to the Board of Directors.

July 2023 - Second Reading and Adoption of the Ordinance.

August 25, 2023 - Ordinance takes effect.

RAMIFICATIONS OF NOT TAKING ACTION

The existing Purchasing Ordinance and solicitation limits will remain in effect without modifications.

PRIOR COMMITTEE/BOARD ACTIONS

June 2023 - First reading of Ordinance No. OC SAN-61.

May 2021 - Adopted Ordinance No. OC SAN-56, entitled: "An Ordinance of the Board of Directors of the Orange County Sanitation District Establishing Requirements and Procedures for the Purchase of Goods, Services, and Public Works Projects; and Repealing Ordinance No. OCSD-52".

ADDITIONAL INFORMATION

Under Government Code Section 54202, OC San must adopt policies and procedures governing the purchase of supplies and equipment.

Government Code Section 4526 applies to the purchase of professional services from private architects, landscape architects, engineers, environmental professionals, land surveyors, and construction managers. Under Section 4526, OC San must select the specified professionals based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required. Section 4526 allows OC San to adopt, by Ordinance, procedures ensuring that the specified services are engaged based on demonstrated competence and professional qualifications at fair and reasonable prices.

Under Public Contract Code Section 20783, OC San must award contracts for public works construction worth more than \$35,000 to the lowest responsive, responsible bidder. Public Contract Code also imposes a variety of requirements on the award of public works construction contracts.

The table below highlights some of the major changes to the ordinance, other administrative changes

can also be found in the redline attachment.

Threshold Type	Current Threshold	Proposed Changes
Solicitations		
Public Works	\$35,000	No change
Good and Services		
Small Procurements (1 quote)	\$10,000	\$ 25,000
Informal (3 quotes)	\$50,000	\$ 100,000
Formal	>\$50,000	>\$100,000
Emergencies	\$100,000	\$150,000
Master Contracts		
Repair and Maintenance - per task order	\$300,000	\$500,000
Professional Services - per task order	\$100,000	\$500,000
Professional Design - per task order	\$300,000	\$500,000
Professional Design - annual NTE	\$600,000	\$1,000,000
Professional Design - 1 proposal	\$25,000	\$100,000
Approvals		
GM Approval	\$100,000	\$150,000
Committee	\$200,000	\$250,000
Board	>\$200,000	>\$250,000

CEQA

N/A

FINANCIAL CONSIDERATIONS

N/A

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Purchasing Ordinance Updates Summary
- Draft Ordinance No. OC SAN-61 (redline)
- Draft Ordinance No. OC SAN-61 (clean)

Purchasing Ordinance Updates Summary

Threshold Changes:

Threshold Type	Current Threshold	Proposed Changes
Solicitations		
Public Works	\$35,000	No change
Good and Services		
Small Procurements (1 quote)	\$10,000	\$25,000
Informal (3 quotes)	\$50,000	\$100,000
Formal	>\$50,000	>\$100,000
Emergencies	\$100,000	\$150,000
Master Contracts		
Repair and Maintenance - per task order	\$300,000	\$500,000
Professional Services - per task order	\$100,000	\$500,000
Professional Design - per task order	\$300,000	\$500,000
Professional Design - annual NTE	\$600,000	\$1,000,000
Professional Design - 1 proposal	\$25,000	\$100,000
Approvals		
GM Approval	\$100,000	\$150,000
Committee	\$200,000	\$250,000
Board	>\$200,000	>\$250,000

Definition Changes:

- Sanitation District --> OC San
- Professional Design Services --> Professional Design and Related Services
- Director of Finance and Administration --> Director of Finance
- Purchasing Manager means the **manager responsible for** OC San's Contracts, Purchasing and Materials Management **Manager**, or his or her designee(s). Purchasing Manager designee means an employee residing under Contracts, Purchasing and Materials Management Division whose job duties include contracting and procurement execution and administration.

Clarifications:

- 5.02.A.(1)(b) Bid Opening. The Purchasing Manager shall open the bids publicly in the presence of one or more witnesses at the time and place designated in the Notice Inviting Bids, **either in person or via a virtual platform**. **Posting of results on a ~~A~~-web-based system** may be used in lieu of in person bid opening. The Purchasing Manager shall record the amount of each bid together with the name of each bidder. This record, and each bid, shall be considered public records and shall be available to the public at the point in time specified in the Notice Inviting Bids and consistent with the Public Records Act.

ORDINANCE NO. OC SAN-~~6156~~

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY SANITATION DISTRICT ESTABLISHING REQUIREMENTS AND PROCEDURES FOR THE PURCHASE OF GOODS, SERVICES, AND PUBLIC WORKS PROJECTS; AND REPEALING ORDINANCE NO. OC ~~SBSAN-5256~~

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NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District does hereby ORDAIN:

ARTICLE 1. GENERAL PROVISIONS

Section 1.01. Purpose and Scope

A. Purpose.

This Ordinance is intended to:

- (1) Comply with certain provisions of State law requiring ~~the Sanitation District~~OC San to adopt written purchasing procedures;
- (2) Ensure that ~~the Sanitation District~~OC San complies with State law governing the award of Contracts for Goods, Services, and Public Works Projects;
- (3) Establish procedures to ensure that ~~the Sanitation District~~OC San obtains quality goods and competent services at the best price and/or the best value;
- (4) Delegate certain spending authority to ~~Sanitation District~~OC San employees in the interest of efficient administration;
- (5) Ensure that purchasing decisions are transparent for the public; and
- (6) Ensure that Contracts are awarded through a process that is fair to prospective Contractors and in the best interests of ~~the Sanitation District~~OC San.

B. Scope.

This Ordinance governs the purchase of Goods, Services, and the award of Contracts for Public Works Projects.

Section 1.02. Title

This Ordinance may be referred to as ~~the Sanitation District~~OC San's "Purchasing Ordinance."

Section 1.03. Definitions

As used throughout this Ordinance, the terms set forth in Article 9 shall have the meanings as defined therein, unless the context in which they are used clearly requires a different meaning, or a different definition is prescribed for a particular Article or provision.

Section 1.04. Rules and Guidelines

The General Manager shall implement the requirements of this Ordinance through policies, rules, and guidelines governing the purchase of Goods and Services, and the award of Contracts for Public Works Projects.

Section 1.05. Budgeted Funds

No Contract for the purchase of Goods, Services, or Public Works Projects shall be awarded unless and until the General Manager identifies funds in the current budget that are allocated to the purchase.

Section 1.06. The Purchasing Manager

A. Duties.

Consistent with the provisions of this Ordinance, the Purchasing Manager shall:

- (1) Conduct the procurement of all Goods, Services, and Public Works Projects purchased by the ~~Sanitation District~~[OC San](#); and receive from Contractor all bids, proposals, or other solicitation results;
- (2) Supervise and control inventories of supplies and materials.
- (3) Determine the type of procurement, term of the contract including number of renewals and any other contractual provisions necessary and in the best interest of ~~the Sanitation District~~[OC San](#).

B. Requests for Procurement.

When a Department desires to procure Goods and/or Services, the Department Director shall file a written Requisition, in advance of a procurement process, with the Purchasing Manager. The Requisition shall describe the Goods and/or Services to be acquired. Public Works procurements require a complete Engineering Budget Approval Form or equivalent document.

Section 1.07. Exceptions to Competitive Selection

Depending on the nature of the Contract and/or the circumstances, certain provisions of this Ordinance require that Contracts for Goods and/or Services be awarded based on Competitive Sealed Bids or Competitive Sealed Proposals. This Section 1.07 establishes certain general exceptions to competitive selection requirements for the procurement of Goods and Services. The exceptions set forth in this Section 1.07 do not apply to the award of Contracts for the construction of Public Works Projects.

A. Sole Source Procurement.

Notwithstanding any other provision of this Ordinance, a Contract for Goods and/or Services may be awarded based on Sole Source Procurement, without soliciting bids or proposals as might otherwise be required, if the General Manager or his designee determines in writing that it is in the best interest of ~~the Sanitation District~~[OC San](#) to award the Contract because the Goods and/or Services are (1) of a unique nature based on their quality, durability, availability, fitness or qualifications for a particular use; or (2) only available from one source.

B. Emergency Procurement.

Notwithstanding any other provision of this Ordinance, a Contract for Goods and/or Services may be awarded through Negotiated Procurement, without soliciting bids or proposals as might otherwise be required, if the General Manager or his designee determines in writing that ~~the Sanitation DistrictOC San~~ urgently needs the Goods and/or Services in order to respond effectively to an emergency. For purposes of this Section 1.07, emergency procurements are those purchases that are required to prevent immediate interruption or cessation of necessary services or to safeguard life, property, or the public health and welfare. In addition, emergency procurements as used in this Section also include critical time sensitive purchases where time is of the essence, and ~~the Sanitation DistrictOC San~~ does not have sufficient time to solicit bids or proposals. For emergency procurements greater than \$~~150,000~~^{400,000}, the General Manager shall obtain the concurrence of the Chair of ~~the Sanitation DistrictOC San~~'s Board of Directors or, if the Chair is unavailable, the Vice Chair, and such action shall be ratified by the Board of Directors at its next regular meeting.

Section 1.08. Evaluation Committees

Evaluation committees convened in connection with procurements under this Ordinance shall generally be composed of full-time ~~Sanitation DistrictOC San~~ employees. In exceptional circumstances, however, the General Manager may appoint one or more persons not employed by ~~the Sanitation DistrictOC San~~ to an evaluation committee if the General Manager determines that (1) evaluating proposals in connection with a particular procurement requires specialized expertise not available among ~~Sanitation DistrictOC San~~ employees; (2) the procurement will impact another agency, and that agency desires to place a representative on the evaluation committee; or (3) it is otherwise in ~~the Sanitation DistrictOC San~~'s interest to do so.

Section 1.09. Severability

If any provision of this Ordinance, or any application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provision of this Ordinance or application to any person or circumstance which can be given effect without the invalid provision or application. The provisions of this Ordinance are declared to be severable.

ARTICLE 2. GOODS AND SERVICES

Section 2.01. Purpose and Scope

A. Purpose.

California Government Code Sections 54202 et seq. requires ~~the Sanitation District~~OC San to adopt written policies and procedures, including bidding requirements, governing the purchase of Goods and Services. This Article is intended to comply with Section 54202.

B. Scope.

The provisions of this Article 2 apply to Contracts for the purchase of Goods and Services other than Contracts for Professional Services (governed by Article 3) Professional Design and Related Services (governed by Article 4), and Contracts for Public Works Projects (governed by Article 5).

Section 2.02. Selection Process

Subject to the exceptions set forth in Section 2.03, the award of Contracts for the purchase of Goods and Services shall be based on the competitive procurement methods set forth below.

A. Competitive Sealed Bids.

For each procurement, the Purchasing Manager shall:

- (1) Publish a Notice Inviting Bids that contains (a) a description of the Goods and/or Services required, (b) a description of the selection process, (c) bidder's security requirement, if applicable, (d) performance bond requirements, if applicable, and (e) such provisions, renewals, terms, and conditions, consistent with this Ordinance, that the Purchasing Manager determines are necessary, desirable, and/or advantageous to ~~the Sanitation District~~OC San;
- (2) Receive the Competitive Sealed Bids publicly at the time and place designated in the Notice Inviting Bids, open all bids concurrently, and record the amount of each bid; and
- (3) Determine whether the bids are responsive to the Notice Inviting Bids.
- (4) Award: After the bids are opened, take one of the following actions:
 - (a) Award the Contract to the lowest Responsive and Responsible Bidder;
 - (b) Reject any and all bids presented and/or re-advertise the bid; or
 - (c) Declare that the Goods and/or Services may be acquired at a lower

cost by negotiation in the open market and authorize the procurement in that manner.

B. Equal Bids.

If ~~the Sanitation District~~OC San determines that there has been a tie for lowest responsive bid between two or more bids received, which are for the same total amount or unit price and in all other respects equal, then ~~the Sanitation District~~OC San may award the bid based on Local Preference. If neither or both bidders are Local Businesses, ~~the Sanitation District~~OC San shall award the bid based on the drawing of lots.

C. Multi-Step Sealed Bidding.

The Purchasing Manager may determine that a prequalification process is necessary and desirable for a particular procurement. The multi-step sealed bidding process requires the Purchasing Manager to (1) issue a Request for Qualifications requesting the submission of qualifications; and (2) issue a subsequent Notice Inviting Bids for priced offers from those Contractors whose initial submissions were deemed qualified under the criteria set forth in the initial Request for Qualifications. Award under this process shall be based on the lowest Responsive and Responsible Bidder.

D. Request for Proposals.

If the Purchasing Manager determines in writing that the Competitive Sealed Bids procedure is not practical and/or not advantageous for ~~the Sanitation District~~OC San in a particular case, one or more Contracts subject to this Article may be awarded based on Competitive Sealed Proposals. The Request for Proposals process may be used (1) for Goods and/or Services that prove difficult to quantify or describe, where proposers are provided the opportunity to offer different approaches or solutions; and/or (2) for critical, routine or recurring goods or services that require consideration of the broadest possible range of competing services, products and materials available, fitness of purpose, performance reliability, standardization, life cycle costs, delivery timetables, reliable supply, support logistics, diversification of available sources and/or other similar factors in addition to the price in the award of these contracts. Award under this process shall be based upon criteria that provide the best value for ~~the Sanitation District~~OC San, wherein best value is not solely determined by price.

Section 2.03. Exceptions

A. Small Procurements.

- (1) Procurements of \$25,000~~40,000~~ or Less. Contracts subject to this Article 2 with an estimated value of \$25,000~~40,000~~ or less may be awarded without

Competitive Sealed Bids if the Purchasing Manager determines that a Competitive Sealed Bids process would not result in a lower overall cost to ~~the Sanitation District~~OC San.

- (2) Procurements of \$100,000~~50,000~~ or Less. Contracts subject to this Article 2 with an estimated value of \$100,000~~50,000~~ or less may be awarded by (a) soliciting at least three bids from identified vendors, and (b) awarding the Contract to the lowest Responsive and Responsible Bidder. If the Purchasing Manager cannot obtain at least three bids, the Contract may be awarded to the lowest Responsive and Responsible Bidder as long as the Purchasing Manager determines that the bid amount is fair and reasonable.
- (3) Piecemealing Prohibited. Procurements shall not be artificially divided into different individual Contracts so as to keep each Contract amount below one of the monetary thresholds set forth in this Part A.

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B. Cooperative Purchases.

When another public agency or government purchasing cooperative organization has awarded a Contract for Goods and/or Services based on Competitive Sealed Bids or Competitive Sealed Proposals, and the agency or organization followed a process substantially similar to the process described in Section 2.02, ~~the Sanitation District~~OC San may acquire Goods and/or Services under that Contract without obtaining Competitive Sealed Bids or Competitive Sealed Proposals. ~~The Sanitation District~~OC San may enter into Contracts with other public agencies, government purchasing cooperative organizations within the United States, and/or Contractors for this purpose.

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C. Critical Time-Sensitive Procurements.

The Purchasing Manager may purchase Goods and/or Services through Negotiated Procurement if the Purchasing Manager determines that time is of the essence in the purchase of the Goods and/or Services. For critical time-sensitive procurements valued at more than \$150,000~~100,000~~, the General Manager shall obtain the concurrence of the Chairperson of ~~the Sanitation District~~OC San's Board of Directors or, if the Chairperson is unavailable, the Vice Chairperson.

D. Renewals.

The Purchasing Manager may exercise any options to renew as may be included in existing Contracts without observing the bidding procedures prescribed in Section 2.02 and Section 2.03

E. Sole Source and Emergency Procurements.

A Contract for the purchase of Goods and/or Services may be awarded without soliciting competitive bids if any of the exceptions set forth in Section 1.07 apply.

F. Master Contracts; Maintenance and Repair Services Less Than or Equal to \$500,000~~300,000~~.

The Purchasing Manager may purchase maintenance and repair Services estimated to cost less than or equal to \$~~500,000~~300,000 through the master contract procedures set forth below.

- (1) Request for Qualifications. If a master contract is let for maintenance and repair Services, then at least once every three (3) years, the Purchasing Manager shall prepare and distribute a Request for Qualifications for the maintenance and repair Services required by ~~the Sanitation District~~OC San. Each Request for Qualifications shall describe the selection criteria that will be used to determine whether suppliers or firms are eligible for the prequalified list. The Request for Qualifications shall require the following information, at a minimum, from proposers:
 - (a) The firm's demonstrated competence and specialized expertise necessary to perform the type of Service needed;
 - (b) The experience, training, and skills of the key personnel that will perform and manage the work for ~~the Sanitation District~~OC San;
 - (c) The firm's capacity and resources to perform the Services required within the specified period of time. The firm must demonstrate that it will provide a sufficient number of qualified staff, equipment, and facilities as applicable.
- (2) Evaluation Committee. The Purchasing Manager shall convene an evaluation committee to evaluate the responses to each Request for Qualifications. The Purchasing Manager shall chair the committee, and the Director of the Department requesting the Procurement shall appoint the remaining members. Each evaluation committee shall determine whether each supplier or firm has the demonstrated competence and qualifications to provide the Services necessary for the satisfactory performance of the Services required.
- (3) Lists. Based on the recommendations of the evaluation committee, with the concurrence of the Department Director, the Purchasing Manager shall establish a list of at least three (3) prequalified Contractors. If ~~the Sanitation District~~OC San uses its best efforts to outreach to potential Contractors and cannot obtain the minimum of three (3) prequalified Contractors, the Purchasing Manager shall document the outreach and responses received. ~~The Sanitation District~~OC San may then proceed with award to fewer than three (3) prequalified firms. Each list shall be used for a maximum of three (3) years. No later than three (3) years after establishing a prequalified list, the Purchasing Manager must issue a new Request for Qualifications and establish a new list if such goods and/or services are required.
- (4) Master Contract. Master Contracts with firms on the prequalified list shall be awarded by the Board of Directors in the amount not to exceed the program budget approved by the Board of Directors. The original term of

such Contracts shall be for one (1) year, with an option to renew each Contract for up to two (2) additional one-year renewal periods.

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- (5) Task Orders. The Department Director shall notify the Purchasing Manager when Services subject to this subsection 2.03(F) are required for a maintenance or repair project. Proposals shall be solicited from all the firms on the prequalified list and one of the firms shall be selected pursuant to the process set forth in Section 2.02. Individual Task Orders in an amount not to exceed ~~\$300,000~~500,000 will be awarded for each project.

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ARTICLE 3. PROFESSIONAL SERVICES

Section 3.01. Purpose and Scope

A. Purpose.

This Article 3 is intended to ensure that ~~the Sanitation District~~OC San obtains Professional Services at fair and reasonable prices based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

B. Scope.

The provisions of this Article 3 apply to the award of Contracts for Professional Services and incidental services that members of a Professional Service firm, and those in their employ, may logically perform. The provisions of this Article 3 do not apply to the award of Contracts for Professional Design and Related Services (governed by Article 4).

Section 3.02. Selection Process

Contracts for Professional Services shall be awarded pursuant to the following procedures:

A. Request for Proposals.

The Purchasing Manager shall prepare a Request for Proposals in consultation with the Director of the Department requesting the Procurement. The Purchasing Manager, with the concurrence of the Director of the Department requesting the Procurement, may select a limited number of Professional Service firms to receive the Request for Proposals. The Purchasing Manager may issue a Request for Qualifications to prospective Contractors as a means of identifying prospective recipients. The Purchasing Manager may publish notice of the Request for Proposals or Request for Qualifications.

B. Evaluation and Ranking of Proposals.

All responsive proposals shall be evaluated and ranked, from most qualified to least qualified, based on each firm's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. The Purchasing Manager may establish a committee to conduct the evaluation. The Purchasing Manager or evaluation committee, if any, may communicate with a proposal's author to seek clarification or otherwise obtain relevant information.

C. Negotiation of Contract.

The Purchasing Manager shall negotiate a Contract with the firm deemed to be most qualified at a price that the Purchasing Manager, with the concurrence of the Director of the Department requesting the Procurement, deems to be fair and reasonable. If the Purchasing Manager determines that it is in the best interest of ~~the Sanitation District~~ OC San to enter into Contracts with two or more firms, the Purchasing Manager shall negotiate with the desired number of firms starting with the most qualified. The Purchasing Manager shall proceed down the list from most to least qualified until he or she has concluded negotiations with the desired number of firms at fair and reasonable prices. ~~The Sanitation District~~ OC San may, in its sole discretion, reject all proposals.

Section 3.03. Exceptions

A. Sole Source and Emergency Procurements.

A Contract for Professional Services may be awarded without soliciting Competitive Sealed Proposals if the Purchasing Manager makes one of the determinations set forth in Section 1.07.

B. Contractors Reporting to the Board.

The provisions of this Article 3 shall not apply to the retention of Professional Service firms or individuals that are selected by the Board and report directly to the Board. For such Contracts, the Board shall determine the method of selection, consistent with the requirements of applicable law.

C. Procurements of ~~\$10,000~~ \$25,000 or less.

Contracts subject to this Article 3 with an estimated value of ~~\$10,000-25,000~~ or less may be awarded without following the Request for Proposal/Request for Qualifications process if the Purchasing Manager determines that an RFP/RFQ process would not result in a lower overall cost to ~~the Sanitation District~~ OC San.

D. Master Contracts; Professional Services Less Than or Equal to ~~\$100,000~~ \$500,000.

The Purchasing Manager may purchase Professional Services estimated to cost

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less than or equal to ~~\$100,000~~\$500,000 through the master contract procedures set forth in Section 2.03(F), provided that individual task orders shall not exceed ~~\$100,000~~\$500,000 for each project.

E. Master Contracts: Professional Services Qualified Lists.

The Purchasing Manager may establish qualified lists of Professional Services through the master contract procedures set forth below.

- (1) Request for Qualifications. If a master contract is let for Professional Services, the Purchasing Manager shall prepare and distribute a Request for Qualifications for the Professional Services required by ~~the Sanitation District~~OC San. Each Request for Qualifications shall describe the selection criteria that will be used to determine whether firms are eligible for the qualified list. The Request for Qualifications shall require the following information, at a minimum, from firms:
 - (a) The firm's demonstrated competence and specialized expertise necessary to perform the type of Service needed;
 - (b) The experience, training, and skills of the key personnel that will perform and manage the work for the ~~Sanitation District~~OC San;
 - (c) The firm's capacity and resources to perform the Services required within the specified period of time. The firm must demonstrate that it will provide a sufficient number of qualified staff, equipment, facilities, or other requirements as applicable.
- (2) Evaluation Committee. The Purchasing Manager shall convene an evaluation committee to evaluate the responses to each Request for Qualifications. The Purchasing Manager shall chair the committee, and the Director of the Department requesting the Procurement shall appoint the remaining members. Each evaluation committee shall determine whether each firm has the demonstrated competence and qualifications to provide the Services necessary for the satisfactory performance of the Services required.
- (3) Lists. The Purchasing Manager in conjunction with the Department Director shall determine the number of firms needed on the list based on anticipated work. If ~~the Sanitation District~~OC San uses its best efforts to outreach to potential Contractors and cannot obtain the minimum number of firms specified in the RFQ, the Purchasing Manager shall document the outreach efforts and responses to the procurement file. ~~The Sanitation District~~OC San may proceed with award to fewer firms. No later than five (5) years after establishing a qualified list, the Purchasing Manager must issue a new RFQ and establish a new list if such services are still required.
- (4) Master Contract. Master Contracts with firms on the qualified list shall be awarded by the Board of Directors in the amount not to exceed the program budget approved by the Board of Directors. The original term of such Contracts shall be for three (3) years, with an option to renew each Contract for up to two (2) additional one-year renewal periods.

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(5) Task Orders. The Department Director shall notify the Purchasing Manager when Services are subject to this subsection 3.03(E). The Purchasing Manager shall follow a competitive selection process or cycle through on a rotation basis to one firm at a time. The Request for Qualifications shall specify any competitive process and/or rotation selection process, including selection of a single firm due to a unique qualification or circumstance, subject to the best interests of ~~the Sanitation District~~OC San in any particular case.

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F. Renewals.

The Purchasing Manager may exercise any options to renew as may be included in existing Contracts without initiating the procurement procedures prescribed in Section 3.02 and Section 3.03.

ARTICLE 4. PROFESSIONAL DESIGN AND RELATED SERVICES

Section 4.01. Purpose and Scope

A. Purpose.

This Article 4 is intended to ensure that ~~the Sanitation District~~OC San obtains Professional Design and Related Services at fair and reasonable prices based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

B. Scope.

This Article 4 applies to the selection of Contractors for Professional Design and Related Services.

Section 4.02. Selection Process

A. Competitive Selection.

All Professional Design and Related Services estimated to be greater than ~~\$300,000~~500,000 shall be awarded based on Competitive Sealed Proposals. All Professional Design and Related Services with an estimated value of ~~\$300,000~~500,000 or less shall have a separate selection process based upon a master contract procedure whereby the ~~Sanitation District~~OC San shall solicit Statements of Qualifications and award one or more master contracts not to exceed ~~\$600,000~~1,000,000 per year.

B. Professional Design and Related Services Greater Than ~~\$300~~500,000,000.

The requirements set forth in this subsection 4.02(B) shall apply to the purchase of Professional Design and Related Services estimated to cost more than ~~\$300,000~~500,000.

- (1) Annual List. Each Director of a Department that utilizes Professional Design and Related Services may file annually with the Purchasing Manager a list of specific disciplines for which Professional Design and Related Services may be required. The Purchasing Manager may from time to time prepare and distribute a Request for Qualifications for the professional disciplines or project design services required by ~~the Sanitation District~~ OC San subject to this Part B. For each Request for Qualifications issued, the Purchasing Manager shall evaluate the responses, identify qualified firms, and maintain the responses of the qualified firms on file to be used in the Request for Proposals process described below.
- (2) Request for Proposals. The Purchasing Manager, in consultation with the Director of Engineering, shall issue a Request for Proposals for the Professional Design and Related Services requested. Multiple projects may be bundled into one Request for Proposals such that multiple Contract awards may result from one Request for Proposals and selection may be based upon specialized services.
- (3) Content of Request for Proposals. Each Request for Proposals shall describe the Professional Design and Related Services required and the selection process. Each Request for Proposals shall also set forth such provisions, terms, and conditions, consistent with this Ordinance, that the Purchasing Manager, in consultation with the Director of Engineering, determines are necessary, desirable, and/or advantageous to ~~the Sanitation District~~ OC San. Each Request for Proposals shall require that proposals contain, at a minimum, the following information:
 - (a) The firm's qualifications for performing the proposed work.
 - (b) The firm's relevant experience and performance on similar projects.
 - (c) The firm's ability to complete the work within the time allotted.
 - (d) The personnel that will be assigned to the project.
 - (e) The estimated number of hours that each member of the team will spend on the project.
 - (f) A statement that the firm's engagement for the project would not create a conflict of interest.
 - (g) Any other information required to properly evaluate the firm's qualifications and experience with similar projects.
 - (h) Proposals for construction management services shall demonstrate that

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the designated personnel have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

- (i) A fee proposal, based on the method of compensation specified in the Request for Proposal, and an estimate of total fees, enclosed in a separately sealed envelope. Commonly used methods of compensation for Professional Design and Related Service Contracts include (i) cost plus fixed fee with a maximum amount; (ii) per diem rate(s) with a maximum amount; (iii) a lump sum (fixed) fee; and (iv) cost of time and materials.
- (4) Publication of Request for Proposals. ~~The Sanitation District~~ OC San shall publish each Request for Proposals by two or more of the following methods:
- (a) Advertising in print or electronic media; and/or
 - (b) Mailing the Request for Proposals to each firm that has been identified as a qualified firm as set forth in subsection 4.02(B)(1); and/or
 - (c) Mailing the Request for Proposals to each vendor registered in the applicable category, based on the services identified in the Request for Proposals, in ~~the Sanitation District~~ OC San's on-line vendor database.
- (5) Staff Evaluation Committee. The Purchasing Manager shall convene an evaluation committee to evaluate the proposals.
- (a) Management and Composition. The Purchasing Manager shall serve as chair of the evaluation committee. The Director of Engineering shall appoint the other members of the committee.
 - (b) Ranking of Firms. All proposals shall be evaluated and ranked, from most qualified to least qualified, based on each firm's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.
 - (c) Interviews. At its discretion, the evaluation committee may interview one or more of the firms that have submitted proposals.
 - (d) Report. The evaluation committee shall prepare a written report for the Purchasing Manager and the Director of Engineering setting forth, at a minimum, the ranking of firms from most qualified to least qualified.
- (6) Negotiations. The Purchasing Manager and the Director of Engineering shall negotiate a Contract with the firm that the evaluation committee deems to be

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most qualified. Fee proposals shall not be opened until the most qualified proposer is identified. Only the most qualified proposer's fee proposal will be opened. If those negotiations fail, the Purchasing Manager shall negotiate with the second most qualified firm, and so on, until an agreement is reached. The Purchasing Manager shall proceed down the list from most to least qualified until he or she has concluded negotiations with the desired number of firms at fair and reasonable prices. The Director of Engineering shall make a written determination that the negotiated fee is fair and reasonable. All unopened price proposals will remain unopened in [the Sanitation DistrictOC San's](#) web-based system. [The Sanitation DistrictOC San](#) may, in its sole discretion, reject all proposals.

C. Master Contracts: Professional Design and Related Services Less Than or Equal to \$~~300,000~~500,000.

The requirements set forth in this subsection 4.02(C) shall apply to the purchase of Professional Design [and Related](#) Services estimated to cost less than or equal to \$~~300,000~~500,000 for each individual project.

(1) Request for Qualifications. At least once every five (5) years, the Purchasing Manager shall prepare and distribute a Request for Qualifications for each professional discipline or project design service required by [the Sanitation DistrictOC San](#) subject to this subsection. Each Request for Qualifications shall describe the selection criteria that will be used to determine whether firms are eligible for the prequalified list. The Request for Qualifications shall require the following information, at a minimum, from firms:

- (a) The firm's demonstrated competence and specialized expertise necessary to perform the type of services needed;
- (b) The education, experience, training, and skills of the key personnel that will perform and manage the work for [the Sanitation DistrictOC San](#);
- (c) The firm's capacity and resources to deliver the services required within the specified period of time, including but not limited to a sufficient number of qualified staff, computer hardware, computer software, special equipment, and facilities as applicable; and
- (d) The proximity of the firm's office(s) to [the Sanitation DistrictOC San](#), the specific location of key personnel, and the firm's experience and familiarity with the operation of local government.

(2) Evaluation Committee. The Purchasing Manager shall convene an evaluation committee to evaluate the responses to each Request for Qualifications. The Purchasing Manager shall chair the committee, and the Director of Engineering shall appoint the remaining members. Each evaluation committee shall determine whether each firm has the demonstrated

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competence and professional qualifications necessary for the satisfactory performance of the services required.

- (3) Lists. Based on the recommendations of the evaluation committee, with the concurrence of the Director of Engineering, the Purchasing Manager shall establish a list of prequalified Contractors within each discipline/category. The RFQ will identify the number of anticipated firms on the prequalified list. The Purchasing Manager in conjunction with the Director of Engineering shall determine the number of firms needed on the list based on anticipated work. If ~~the Sanitation District~~OC San cannot obtain the minimum number of firms specified in the RFQ, the Purchasing Manager shall record the outreach efforts and responses to the procurement file. ~~The Sanitation District~~OC San may proceed with award to fewer firms. Each list shall be used for a maximum of 5 (five) years. No later than 5 (five) years after establishing a prequalified list for each service, the Purchasing Manager shall issue a new Request for Qualifications and establish a new list if such services are still required.
- (4) Master Contract. Master Contracts with firms on the prequalified list shall be awarded by the Board of Directors in an amount not to exceed ~~\$600,000~~1,000,000 per year. The original term of such Contracts shall be for 3 (three) years, with an option to extend each Contract for up to two (2) additional one-year renewal periods.
- (5) Task Orders. The Director of Engineering shall notify the Purchasing Manager when Professional Design and Related Services subject to this subsection are required for a project. Proposals shall be solicited, with price proposals submitted in a separate sealed envelope, from at least two firms on the prequalified list and one of the firms shall be selected pursuant to the process set forth in subsections 4.02(B)(5) and 4.02(B)(6). In determining which firms will be invited to submit proposals, the Purchasing Manager shall follow the selection or rotation process, if any, set forth in the Request for Proposals, subject to the best interests of ~~the Sanitation District~~OC San in any particular case. Individual Task Orders in an amount not to exceed ~~\$300,000~~500,000 will be awarded for each project. The Director of Engineering shall make a written determination that the negotiated fee is fair and reasonable for the task. For Task Orders estimated to cost ~~\$25,000~~100,000 or less, the Director of Engineering, with concurrence of the Purchasing Manager, may solicit a proposal from 1 (one) firm on the prequalified list. The price proposal shall be submitted in a separate sealed envelope. The Director of Engineering shall issue a written determination that (i) identifies the basis for selection, including but not limited to the specialized qualifications of the 1 (one) firm, and (ii) states that the negotiated price is fair and reasonable.

Section 4.03. Exceptions

A. Sole Source and Emergency Procurements.

Contracts for Professional Design and Related Services may be awarded without soliciting Competitive Sealed Proposals if the Purchasing Manager makes one of the determinations set forth in Section 1.07.

B. Additional Services.

A new contract for additional services related to work already performed under an existing Contract for Professional Design and Related Services may be awarded without observing the procurement procedures prescribed in subsection 4.02(B) or subsection 4.02(C), as applicable. In connection with any such new contract, the Director of Engineering shall determine in writing that (1) it is in ~~the Sanitation District~~OC San's best interest to have the original firm perform additional, related services, and (2) the negotiated price is fair and reasonable.

C. Procurements of \$~~10,000~~25,000 or less.

Contracts subject to this Article 4 with an estimated value of \$~~10,000~~25,000 or less may be awarded without following the Request for Proposal/Request for Qualifications process if the Purchasing Manager determines that an RFP/RFQ process would not result in a lower overall cost to ~~the Sanitation District~~OC San.

ARTICLE 5. PUBLIC WORKS PROJECTS

Section 5.01. Purpose and Scope

A. Purpose.

This Article 5 is intended to implement state statutes that govern ~~the Sanitation District~~OC San's award of construction Contracts for Public Works Projects.

B. Scope.

This Article 5 applies to ~~the Sanitation District~~OC San's award of Contracts for the construction of Public Works Projects exceeding \$35,000 other than sewerage maintenance or repair projects pursuant to Public Contract Code section 20783 (Projects estimated at \$35,000 or less, and sewerage maintenance or repair projects, may be processed pursuant to Article 2).

Section 5.02. Selection Process

A. Design-Bid-Build.

(1) Competitive Sealed Bids. For projects subject to Public Contracts Code section 20783, ~~the Sanitation District~~OC San shall select firms for Public Works Projects pursuant to the process described in this subsection 5.02(A).

(a) Notice Inviting Bids. For each prospective Contract, the Purchasing Manager shall publish a notice inviting bids as required by Public Contract Code Section 20783.

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(i) Manner of Publication. Each notice inviting bids shall be published in a newspaper of general circulation at least 10 days before the date for the opening of bids consistent with the requirements set forth in Public Contracts Code section 20783, as may be amended or superseded from time to time. Additionally, ~~the Sanitation DistrictOC San~~ may publish each notice inviting bids on industry bulletin boards, ~~the Sanitation DistrictOC San's~~ on-line vendor database, and/or on ~~the Sanitation DistrictOC San's~~ website.

(ii) Contents. Each Notice Inviting Bids shall:

1. Establish a deadline for the receipt of bids that is at least 10 calendar days after the first publication of the Notice Inviting Bids.
2. Provide that ~~the Sanitation DistrictOC San~~, in its sole discretion, may reject any and all bids;
3. Set forth a procedure that shall be followed in the event of a tie between the lowest Responsive and Responsible bidders;
4. Require bidders to post a bidder's security;
5. State that if a Contract is awarded to the bidder, a payment bond is required pursuant to Civil Code section 9550, as well as a performance bond;
6. Contain detailed plans and specifications for the project. Subject to the exceptions set forth in subsection 5.03(B), the specifications shall not call for a designated material, product, thing, or service by specific brand or trade name unless ~~the Sanitation DistrictOC San~~ complies with the requirements under California Public Contract Code section 3400 *et seq.*; and
7. Contain whatever provisions, consistent with this Ordinance, the Purchasing Manager determines are necessary, desirable, and/or advantageous to ~~the Sanitation DistrictOC San~~.

(b) Bid Opening. The Purchasing Manager shall open the bids publicly in the presence of one or more witnesses at the time and place designated in the Notice Inviting Bids, either in person or via a virtual

platform. Posting of results on a web-based system may be used in lieu of in person bid opening. The Purchasing Manager shall record the amount of each bid together with the name of each bidder. This record, and each bid, shall be considered public records and shall be available to the public at the point in time specified in the Notice Inviting Bids and consistent with the Public Records Act.

- (c) Rejection of Bids. ~~The Sanitation District~~OC San may reject all bids received for a particular project and:
- (i) Re-advertise for bids; or
 - (ii) Authorize construction of the project through a Negotiated Procurement of day labor and/or materials or supplies, if the Board adopts a resolution by a four-fifths vote declaring that (i) the work can be performed more economically by day labor, and/or (ii) the materials or supplies can be obtained at a lower price in the open market.
- (d) No Bids. If ~~the Sanitation District~~OC San does not receive any responsive and responsible bids for a particular project, ~~the Sanitation District~~OC San's Board of Directors may authorize the Purchasing Manager to conduct a Negotiated Procurement and present his or her recommendation to the Board for approval.
- (e) Award to Lowest Responsive and Responsible Bidder. Unless ~~the Sanitation District~~OC San rejects all bids, the Contract shall be awarded to the lowest Responsive and Responsible Bidder~~-. If the Sanitation District~~OC San determines that there has been a tie for lowest responsive bid between two or more bids received, which are for the same total amount or unit price and in all other respects equal, then ~~the Sanitation District~~OC San may award the bid based on Local Preference. If none or all bidders are Local Businesses, ~~the Sanitation District~~OC San shall award the bid based on the drawing of lots, identifying each eligible bidder on individual slips of paper, and then randomly drawing one of the slips of paper. If the lowest Responsive and Responsible Bidder refuses to enter into a Contract, then the lowest Responsive and Responsible Bidder shall forfeit its bidder's security, and the Contract shall be awarded to the next lowest Responsive and Responsible Bidder.

B. Design-Build.

As may be authorized by the Public Contract Code or other statute, ~~the Sanitation District~~OC San may utilize a design-build selection process for the award of Public Works Contracts.

C. Prequalification.

The Purchasing Manager may limit the field of prospective bidders for Public Works Contracts by prequalifying Contractors pursuant to California Public Contract Code Section 20101 and the requirements of this subsection 5.02(C). Prequalification shall only be required when the Purchasing Manager or the Director of Engineering determines that prequalification is necessary or desirable. The Purchasing Manager may (i) prequalify a list of Contractors for the right to bid on any specific Public Works Project, and/or (ii) prequalify lists of Contractors for the right to bid on unspecified projects of a certain type or size pursuant to Public Contracts Code section 20101(c). If the Purchasing Manager elects to prequalify lists of Contractors for the right to bid on unspecified projects of a certain type or size, he or she shall conduct a prequalification process quarterly, and all qualifications shall be valid for one year. For each prequalified list of either type, the Purchasing Manager shall evaluate and prequalify Contractors pursuant to the following procedures:

- (1) Questionnaires and Rating Criteria. The Purchasing Manager shall develop a questionnaire and rating criteria for each prequalification. All criteria shall be relevant and objective. The Purchasing Manager may rely on the Department of Industrial Relations model guidelines, questionnaires, and forms, and/or establish additional or modified criteria.
- (2) Statements of Qualifications. The Purchasing Manager shall solicit Statements of Qualifications from prospective bidders.
- (3) Evaluation Committee. The Purchasing Manager shall convene an evaluation committee to evaluate each Statement of Qualifications. The Purchasing Manager shall chair the committee, and the Director of Engineering shall appoint the remaining committee members. The evaluation committee shall review each Statement of Qualifications, rate the Contractors according to their qualifications and objective criteria, and determine which Contractors are qualified and which Contractors are not qualified.
- (4) Notice of Determination. When the evaluation committee completes its review, the Purchasing Manager shall send each Contractor written notice of the committee's determinations regarding that Contractor. If the evaluation committee determines that a Contractor is not qualified, the written notice shall also set forth the basis for that determination and any relevant supporting evidence that the evaluation committee considered.
- (5) Appeal Process.
 - (a) Notice of Appeal. Any Contractor may appeal to the General Manager any determination of the evaluation committee, including any rating assigned to the Contractor and any decision to disqualify the Contractor, by filing a written notice of appeal within seven (7) working days after the Purchasing Manager mails the notice described in subsection 5.02(C)(4).
 - (b) Hearing. Within five (5) working days of the receipt of an appeal, the General Manager, or a designee of the General Manager who has

not been involved in the evaluation of qualifications of Contractors for the project, shall conduct a hearing on the appeal. During the hearing, the affected Contractor or subcontractor shall have the opportunity to rebut any evidence used as a basis for disqualification and to present evidence to the General Manager or the General Manager's designee as to why the prospective bidder should be found qualified.

- (c) Decision. Within five (5) working days of the conclusion of the hearing, the General Manager or the General Manager's designee shall issue a written decision on the appeal. The decision of the General Manager or the General Manager's designee shall be final.

Section 5.03. Exceptions

A. Emergencies and Calamities.

- (1) The provisions of this subsection 5.03(A) apply in the event of an emergency or calamity involving a sudden, unexpected occurrence that poses a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. In the event of such an emergency or calamity, ~~the Sanitation District~~OC San may, through Negotiated Procurement, award Contracts to repair or replace facilities, take any directly related and immediate action required by the emergency or calamity, and procure the necessary equipment, services, and supplies for those purposes.
- (2) The General Manager may take the actions described in subdivision (1) above, with the concurrence of the Chair~~person~~person of the Board of Directors and/or the Vice Chair~~person~~person, without obtaining prior approval of ~~the Sanitation District~~OC San's Board of Directors. In taking any such action, the General Manager shall follow the procedures set forth in Public Contracts Code Section 22050.
- (3) In the alternative, ~~the Sanitation District~~OC San's Board of Directors may, by resolution adopted by a four-fifths vote, take the actions described in subdivision above. In taking any such action, ~~the Sanitation District~~OC San shall follow the procedures set forth in Public Contracts Code 22050.

B. Specification of Brand or Trade Name.

Notwithstanding subsection 5.02(A)(1)(a)(ii)(6), the specifications for a Public Works Contract may call for a designated material, product, thing, or service by specific brand or trade name without inserting the words "or equal" if ~~the Sanitation District~~OC San complies with the requirements of the California Public Contract Code section 3400 *et seq.* The General Manager is authorized to make the findings required under California Public Contract Code section 3400 *et seq.* The Notice Inviting Bids or Request for Proposals shall state that a particular material, product, thing, or service is necessary or desirable for any of the following purposes:

- (1) In order that a field test or experiment may be made to determine the product's suitability for future use;
- (2) In order to match other products in use on a particular public improvement either completed or in the course of completion;
- (3) In order to obtain a necessary item that is only available from one source;
- (4) In order to respond to an emergency declared by ~~the Sanitation District~~OC San, but only if the declaration is approved by a four-fifths vote of ~~the Sanitation District~~OC San's Board of Directors; or
- (5) In order to respond to an emergency declared by the state, a state agency, or

political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of ~~the Sanitation District~~OC San.

ARTICLE 6. PROTESTS

~~The Sanitation District~~OC San shall afford Interested Parties an opportunity to protest the solicitation of bids and proposals and the award of contracts as set forth in this Article 6. The General Manager shall adopt detailed protest procedures consistent with this Article 6. The protest procedures governing any particular procurement shall be set forth in the Notice Inviting Bids or the Request for Proposals, as applicable.

Section 6.01. Solicitation Protests

- A. Interested Parties may file a Solicitation Protest Statement with the Purchasing Manager on the grounds that a free and open competition has not taken place, or cannot take place, and/or that a particular specification or requirement is impractical, unduly restrictive, or ambiguous. Each Notice Inviting Bids/Invitation for Bids and Request for Proposals shall identify the date and time that the Solicitation Protest Statement is due, the information required to be included in the Solicitation Protest Statement, the evaluation process, and the types of remedies available.
- B. The Purchasing Manager shall evaluate each Solicitation Protest Statement and determine what actions, if any, will be taken to remedy any deficiency. The decision of the Purchasing Manager shall be final.

Section 6.02. Award Protests

- A. In connection with any competitive selection process, any Interested Party may file an Award Protest Statement with the Purchasing Manager on the ground that a free and open competition has not taken place in connection with the award recommendation. The Purchasing Manager shall not, however, consider any protest based on a finding that a bid or proposal is not responsive.
- B. Each Notice Inviting Bids and Request for Proposals shall identify the deadline for Award Protest Statements and describe the information required to be included in any Award Protest Statement, the evaluation process, the appeal process, and the types of remedies available.
- C. The Purchasing Manager shall evaluate each Award Protest Statement and determine what actions, if any, will be taken to remedy any deficiency.
- D. If the Protestor wishes to appeal, the Purchasing Manager's decision on an Award Protest Statement, the appeal shall be submitted to the Director of Finance ~~and Administrative Services~~ and the Director of the Department requesting the

Procurement. The Director of Finance ~~and Administrative Services~~ and the Director of the Department requesting the Procurement shall evaluate each Award Protest Statement and determine whether to uphold or reject the Purchasing Manager's determination. For Contracts to be awarded by ~~Sanitation District~~OC San staff, the decision of the Director of Finance and the Director of the Department requesting the Procurement shall be final. For Contracts to be awarded by the Board of Directors, the Board may consider any Award Protest Statements in connection with its consideration of the Contract.

Section 6.03. Delay in Award

- A. Execution of any proposed contract shall be delayed pending resolution of any protests unless one or more of the following conditions is present:
- (1) The items or services being procured are urgently required;
 - (2) Delivery or performance will be unduly delayed by failure to make an award promptly; or
 - (3) Failure to make prompt award will otherwise cause undue harm to ~~the Sanitation District~~OC San.

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Section 6.04. Remedies

- A. If the final decision maker determines that the award or proposed award was not made in accordance with applicable statutes, regulations, policies and/or procedure, ~~the Sanitation District~~OC San, in its sole discretion, may grant any of the following remedies or any other remedy it deems appropriate:
- (1) Prior to award, ~~the Sanitation District~~OC San may issue a new solicitation, make a new selection/award recommendation, or award a contract consistent with applicable statutes, regulations, policies and procedures;
 - (2) Take no further action; or
 - (3) Take any other action that is permitted by law to promote compliance with applicable statutes, regulations, policies and/or procedure.
- B. In determining the appropriate remedy, if any, ~~the Sanitation District~~OC San shall consider all the circumstances surrounding the Notice Inviting Bids/Invitation for Bids or Requests for Proposal and/or award, including, but not limited to:
- (1) The seriousness of any deficiency found to exist in the contracting process;
 - (2) The effect of the action on the competitive process;
 - (3) Any urgency surrounding the contract requirement; and
 - (4) The effect that implementing the remedy will have on ~~the Sanitation District~~OC San.
- C. Nothing contained herein shall be construed to act as a limitation on ~~the~~

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~~Sanitation District~~OC San's choice of remedies or confer any right upon any Interested Party or affected party to a remedy.

Section 6.05. Public Documents

Solicitation Protest Statements and Award Protest Statements are public documents. ~~The Sanitation District~~OC San will notify the affected parties when a protest has been submitted and will provide copies of the Protest Statements to the affected parties upon written request.

ARTICLE 7. DELEGATION OF AUTHORITY TO AWARD CONTRACTS

This Article 7 applies to all Contracts for Goods, Services, and Public Works Projects entered into by ~~the Sanitation District~~OC San.

Section 7.01. Award Authorization

A. Delegation by General Manager.

The General Manager shall establish written procedures governing the delegation of authority to the Purchasing Manager to award and execute Contracts, Amendments, Change Orders, Renewals, Time Extensions and Assignments consistent with this Ordinance. Upon delegation of authority by the General Manager each Department Director may further delegate authority to initiate a written Requisition consistent with the General Manager's written procedures.

B. Original Contracts, Contingencies and Renewals

The Board of Directors hereby delegates the authority to award Contracts within specified limits as follows:

Delegated Authority	Authorized Action
General Manager/ Assistant General Manager	(1) Authorization to approve and execute Contracts and applicable Renewals for budgeted procurements less than or equal to \$400,000 150,000. (2) All new procurements between \$50,000 and \$400,000 150,000 are to be reported to the Board of Directors on a quarterly basis.
Standing Committees	(1) Authorization to approve and execute Contracts and applicable Renewals for budgeted procurements greater than \$100,000 150,000 and up to or equal to \$200,000 250,000.

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	(2) Authorization to approve Contingency up to 50%, for a total spending authority of up to \$300,000 <u>375,000</u> for each Contract.
Board of Directors	Authorization to approve and execute Contracts and applicable Renewals for budgeted procurements up to or greater than \$200,000 <u>250,000</u> , including Contingency.

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C. Amendments, Change Orders, Renewals, Time Extensions and Assignments

The Board of Directors hereby delegates the authority to approve Amendments, Change Orders, Renewals, Time Extensions and Assignments in any amount as follows:

Delegated Authority	Authorized Action
General Manager/ Assistant General Manager	<p>(1) Authorization to approve and execute Amendments and Change Orders as long as the Amendment or Change Order is recommended by the applicable Department Director, and (a) the Amendment or Change Order does not change the contract price or the new contract price is within the delegated authority, or (b) the Amendment or Change Order is within the approved contingency.</p> <p>(2) Authorization to approve and execute any Renewals that were originally approved by the General Manager, Standing Committee and/or Board of Directors.</p> <p>(3) Authorization to approve and execute Amendments and Change Orders for Contract Time Extensions (a) without any increase in Contract price; or (b) with an increase in Contract price within the approved Contingency originally approved by the General Manager, Standing Committee and/or Board of Directors.</p> <p>(4) Authorization to approve and execute all Assignments unless determined by the General Manager that the assignment contains material changes and requires approval of the awarding authority.</p>

	<p>(5) Authorization to approve and execute Amendments to chemical Contracts unless the Contract unit price has increased beyond the unit price contingency approved by the Sanitation District <u>OC San's</u> Standing Committee and/or Board of Directors.</p> <p>(6) Authorization to approve and execute chemical contract Renewals including changes to the unit price, increases or decreases to the estimated annual / or specified term amount. Increases that cause the contract amount to exceed the General Manager's delegated authority shall be approved by the Standing Committee and/or Board of Directors.</p>
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Section 7.02. Contingency Release

The General Manager/~~Assistant General Manager~~ shall manage the release of all contingency funds for use in all amendments and change orders within the approved contingency amounts.

Section 7.03. Task Orders

The Board of Directors hereby delegates the authority to award Task Orders within specified limits as follows:

Delegated Authority	Authorized Action
<p>General Manager/ Assistant General Manager</p>	<p>(1) For Task Orders covered under Article 2. Goods and Services, authorization to approve and execute Task Orders and/or Amendments to the Task Orders provided the cumulative total of the Task Order and Amendments thereto does not exceed \$300,000 <u>\$500,000</u>, upon the recommendation of the Department Director</p> <p>(2) For Task Orders covered under Article 2. Goods and Services, all new Task Order procurements between \$50,000 and \$300,000 <u>\$500,000</u> are to be reported to the Board of Directors on a quarterly basis, in arrears.</p>

	<p>(3) For Task Orders covered under Article 3. Professional Services of this Ordinance, authorization to approve and execute Task Orders and/or Amendments to the Task Orders provided the cumulative total of the Task Order and Amendments thereto does not exceed \$100,000500,000, upon the recommendation of the Department Director.</p> <p>(4) For Task Orders covered under Article 4. Professional Design <u>and Related</u> Services, authorization to approve and execute Task Orders and/or Amendments to the Task Orders provided the cumulative total of the Task Order and Amendments thereto does not exceed \$300,000500,000, upon the recommendation of the Department Director.</p> <p>(5) For Task Orders covered solely under Article 4, Professional Design <u>and Related</u> Services of this Ordinance, the General Manager may delegate authorization to approve and execute Professional Design <u>and Related</u> Service master contract Task Orders up to or equal to \$100,000150,000, which is inclusive of amendments to Task Orders, to the Director of Engineering. This authorization may not be sub delegated further. This authorization does not apply to master contracts covered under Article 2 or Article 3 of this Ordinance.</p>
Standing Committees	<p>(1) For Task Orders covered under Article 3. Professional Services of this Ordinance, authorization to approve Amendments to the Task Orders where the cumulative value exceeds \$100,000 provided the cumulative total of the Task Order and Amendments does not exceed \$200,000, upon the recommendation of the General Manager/Assistant General Manager.</p> <p>-</p>
Board of Directors	<p>(1) For Task Orders covered under Article 2. Goods and Services, all Task Orders and/or amendments where the cumulative value exceeds \$300,000500,000 shall be approved by the Board of Directors.</p>

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	<p>(2) For Task Orders covered under Article 3. Professional Services, all Task Orders and/or amendments that exceed \$200,000<u>500,000</u> shall be approved by the Board of Directors.</p> <p>(3) For Task Orders covered under Article 4. Professional Design <u>and Related</u> Services, all Task Orders and/or Amendments that exceed \$300,000<u>500,000</u> shall be approved by the Board of Directors.</p>
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ARTICLE 8. ETHICS

Section 8.01. Unlawful Consideration Prohibited

~~Sanitation District~~OC San Officials shall neither solicit nor receive bribes, rebates, kickbacks, and/or any other unlawful consideration from any contracting party, or any party seeking a Contract with ~~the Sanitation District~~OC San, in exchange for favorable treatment or any other action.

Section 8.02. Conflicts of Interest

A. Compliance with the Political Reform Act.

~~Sanitation District~~OC San Officials shall not make any Contracts, participate in the making of any Contracts, or in any way attempt to use their official positions to influence any decision on any Contracts, in violation of Government Code Sections 87100 *et seq.*

B. Compliance with Government Code § 1090.

Without limiting the requirements of Part A above, no ~~Sanitation District~~OC San Official shall make any Contract, participate in the making of any Contract, or in any way attempt to use his or her official position to influence any decision on a Contract, in violation of California Government Code Section 1090.

C. Requirements Applicable to Consultants.

Consultants designated by ~~the Sanitation District~~OC San's Conflict of Interest Code shall comply in all respects with Government Code Section 87100 *et seq.*, and it's implementing regulations.

ARTICLE 9. DEFINITIONS

Amendment means a properly executed written agreement entered into and between ~~the Sanitation District~~OC San and the ~~Contractor,~~ or Contractor or issued by ~~the Sanitation District~~OC San, covering modifications to the original Contract and which may result in adjustments to provisions of the Contract, including, but not limited to, terms, scope of work, compensation, and/or period of performance.

Assignment means to revise Contracts and related records to reflect changes such as the sale, transfer, or reorganization of a Contractor's business, or a change in the Contractor's name for doing business, as long as all other terms and conditions of the original Contract remain the same.

Award Protest Statement shall mean a written objection to the award recommendation prior to final action to award the contract, which shall be submitted after receipt of sealed bids/proposals, but before award of a contract, as specified herein.

Best value means the overall combination of quality, price, and other elements of a proposal/bid (or combination of several proposals/bids) that, when considered together, provide the greatest overall benefit in response to the requirements described in the solicitation documents.

Change Order means a properly executed written agreement entered into and between ~~the Sanitation District~~OC San and the Contractor, or unilaterally issued by ~~the Sanitation District~~OC San, covering modifications to the original Contract, and which may result in adjustments to the provisions of the Contract, including, but not limited to, terms, scope of work, cost and/or period of performance.

Competitive Sealed Bids means a selection process whereby prospective Contractors submit sealed bids and the Contract is awarded to the lowest Responsive and Responsible Bidder.

Competitive Sealed Proposals means a selection process whereby prospective Contractors submit sealed proposals and the Contract is awarded to the proposal that best meets the criteria specified in the Request for Proposals.

Contingency means an amount above the original Contract price, as awarded by the delegated authority, established at the time of Contract award, as may be amended thereafter, to be used for Contract changes.

Contract means any type of agreement for the purchase of Goods, Services, and/or Public Works Projects. Contracts may be labeled in various different ways, including, but not limited to, "contract," "agreement," "purchase order," and "task order."

Contractor means any person or entity that has a Contract with ~~the Sanitation District~~OC San.

Department means one of ~~the Sanitation DistrictOC San~~'s designated departments.

Design-Bid-Build means a selection process for the award of Public Works Contracts involving three basic steps: (1) ~~the Sanitation DistrictOC San~~ hires a design professional to prepare detailed plans and specifications, or ~~the Sanitation DistrictOC San~~ prepares detailed plans and specifications; (2) ~~the Sanitation DistrictOC San~~ solicits bids from construction firms based on the detailed plans and specifications; and (3) ~~the Sanitation DistrictOC San~~ awards the Contract to the lowest Responsive and Responsible Bidder.

Design-Build means a selection process for the award of Public Works Contracts involving two basic steps: (1) the agency solicits proposals from pre-qualified firms to design and construct a project; and (2) depending on the award criteria set forth in the Request for Proposals, the agency awards the Contract to either (a) the lowest Responsive and Responsible Bidder, or (b) the proposal that presents the "best value."

Designee means a person selected or authorized to temporarily manage the duty or role of another employee.

Director means a director of one of ~~the Sanitation DistrictOC San~~'s designated departments, or his or her designee(s).

Director of Engineering means ~~the Sanitation DistrictOC San~~'s Director of Engineering or his or her designee(s).

General Manager means the General Manager of the ~~Sanitation DistrictOC San~~, or his or her designee(s).

Goods means fixed, movable, disposable, and/or reusable products, commodities, equipment, materials, supplies, or items used by ~~the Sanitation DistrictOC San, andOC San and~~ excludes land or any interest in real property.

Interested Party shall mean: (1) on solicitation, all bidders or proposers, and prospective bidders or proposers; (2) on award, the unsuccessful bidder or proposer with a direct economic interest in the outcome of their protest.

Local Business shall mean a business that has a principal business office, or a satellite office with at least one full-time employee, that is located within ~~the Sanitation DistrictOC San~~ service area.

Local Preference shall mean a preference for a Local Business over a business that is not a Local Business.

Mailing means transmission by United States Postal Service, electronic mail, or facsimile.

Negotiated Procurement means a selection process whereby the Purchasing Manager

identifies one or more prospective Contractors of his or her choice, negotiates with one or more of them, and awards the Contract to one of them based on the best interest of ~~the Sanitation District~~ OC San.

Notice Inviting Bids means all documents, whether attached or incorporated by reference, utilized for soliciting bids.

OC San means the Orange County Sanitation District.

OC San Board or Board means the Board of Directors of the Orange County Sanitation District.

OC San Official means any member of ~~the~~ OC San's Board of Directors, any OC San employee, and any OC San consultant that is designated under ~~the~~ OC San's Conflict of Interest Code.

Procurement means buying, purchasing, renting, leasing, or otherwise acquiring any goods, services, construction, construction services, or professional services, including professional design services. It also includes all functions that pertain to the obtaining of any goods, services, or construction, including description of requirements, election and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Professional Services means (i) services provided by professionals that involve specialized judgment, skill, and expertise, and (ii) incidental services that professionals, and those in their employ, may logically or justifiably perform. Professional Services include, but are not limited to, services provided by accounting, financial, information technology, human resources consultation and advocacy, legislative advocacy, and scientific research/consulting firms.

Professional Design and Related Services means architectural, landscape architectural, engineering, environmental, land surveying, construction project management, planning and other miscellaneous engineering related services retained by ~~the Sanitation District~~ OC San in connection with, but not limited to, construction, alteration, and/or repair projects.

Public Works/Public Works Project means a project involving the construction, erection, or alteration of any type of structure, building, or improvement other than sewerage maintenance or repair projects.

Purchasing Manager means the manager responsible for ~~Sanitation District~~ OC San's Contracts, Purchasing and Materials Management ~~Manager~~, or his or her designee(s). Purchasing Manager designee means an employee residing under Contracts, Purchasing and Materials Management Division whose job duties include contracting and procurement execution and administration.

Renewal means a mechanism within an approved contract to provide the same goods/services for an additional period of time, at the specified price under the same

terms and conditions. The number of renewals, the price, and any contingencies are approved at the time of award. Renewals may or may not increase the contract price. The contract price per term does not accumulate for purposes of approval thresholds. A Renewal may be exercised fewer times or for a shorter duration than the approved number or term, but any remaining time cannot be transferred to an additional renewal. Renewals cannot be added nor entered into for longer than the approved number or term at the time of award.

Request for Proposals means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Request for Qualifications means a request for detailed information concerning the qualifications of prospective Contractors.

Requisition means an approved written document making a request for Goods and Services in advance of initiating a procurement process as well as a later request to amend, change, renew, cancel, or extend time to a non-public works contract.

Responsible Bidder means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the requested services or project.

Responsive Bidder/Proposer means a bidder/proposer who has submitted a bid/proposal which conforms in all material respects to the Notice Inviting Bids/Invitation for Bids/Request for Proposals.

~~Sanitation District means the Orange County Sanitation District.~~

~~Sanitation District Board or Board means the Board of Directors of the Orange County Sanitation District.~~

~~Sanitation District Official means any member of the Sanitation District's Board of Directors, any Sanitation District employee, and any Sanitation District consultant that is designated under the Sanitation District's Conflict of Interest Code.~~

Services means the furnishing of materials, labor, time, or effort by a Contractor. Services include both general services janitorial, landscape, repair, maintenance, etc.) professional services, and professional design services, unless otherwise specified.

Sealed (Bids or Proposals) means the submittal of bids or proposals, either in paper or electronic format, whereby the bid or proposal documents are opened at a specific time and not before.

Sole Source Procurement means the acquisition of Goods and/or Services from a single source.

Solicitation Protest Statement shall mean a written objection during the solicitation phase of the procurement, which shall be submitted prior to the bid/proposal due date

as specified herein.

Standing Committee means one of the permanent committees designated by the Board of Directors as "Standing Committees."

Task Order means a written document pursuant to a Contract issued by the Purchasing Manager which provides for the issuance of orders, containing a defined budget, scope of services, and schedule, and authorizes a Contractor to incur a specified amount for the performance of tasks.

Time Extension means an increase to the period of performance specified by the original contract only, as may be amended.

ARTICLE 10. MISCELLANEOUS

Section 10.01. Noncompliance

Any Contract entered into which fails in any respect to comply with the provisions of this Ordinance may be voided by the Board of Directors in its sole and absolute discretion. Any employee who willfully and knowingly violates any provision of this Ordinance may be subject to disciplinary action.

Section 10.02. Effective Date

This Ordinance No. OC SAN-~~5661~~ shall take effect ~~June 26, 2024~~August 25, 2023, upon adoption by the Board of Directors.

Section 10.03. Repeal of Ordinance No. OC ~~SD~~SAN-5256

Ordinance No. ~~OCSD-OC SAN 5256~~, entitled "An Ordinance of the Board of Directors of the Orange County ~~Sanitation District~~OC San—Establishing Requirements and Procedures for the Purchase of Goods, Services, and Public Works Projects; ~~and repealing Ordinance No. OCSD-4752~~" is hereby repealed in its entirety.

Section 10.04. Certification and Publication.

The Clerk of the Board shall certify to the adoption of this Ordinance and shall cause a summary to be published in a newspaper of general circulation within 15 days as required by law.

PASSED AND ADOPTED by a majority of the Board of Directors of the Orange County Sanitation District at a Regular Meeting held on ~~May 26, 2024~~ July 26, 2023.

~~David John Shawver~~ Chad P. Wanke
Chairman of the Board of Directors

ATTEST:

Kelly A. Lore, MMC
Clerk of the Board

APPROVED AS TO FORM:

Bradley R. Hogin
General Counsel

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

I, Kelly A. Lore, Clerk of the Board of Directors of Orange County Sanitation District, do hereby certify that the above and foregoing Ordinance No. OC SAN-~~56-61~~ was introduced for first reading at a regular meeting of said Board on the 28th day of ~~April 2021~~June 2023, and passed and adopted at a regular meeting of said Board on the 26th day of ~~May 2021~~July 2023, by the following vote, to wit:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand this ~~XX2826~~th day of ~~May 2021~~July 2023.

Kelly A. Lore, MMC
Clerk of the Board
Orange County Sanitation District

ORDINANCE NO. OC SAN-61

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY SANITATION DISTRICT ESTABLISHING REQUIREMENTS AND PROCEDURES FOR THE PURCHASE OF GOODS, SERVICES, AND PUBLIC WORKS PROJECTS; AND REPEALING ORDINANCE NO. OC SAN-56

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NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District does hereby ORDAIN:

ARTICLE 1. GENERAL PROVISIONS

Section 1.01. Purpose and Scope

A. Purpose.

This Ordinance is intended to:

- (1) Comply with certain provisions of State law requiring OC San to adopt written purchasing procedures;
- (2) Ensure that OC San complies with State law governing the award of Contracts for Goods, Services, and Public Works Projects;
- (3) Establish procedures to ensure that OC San obtains quality goods and competent services at the best price and/or the best value;
- (4) Delegate certain spending authority to OC San employees in the interest of efficient administration;
- (5) Ensure that purchasing decisions are transparent for the public; and
- (6) Ensure that Contracts are awarded through a process that is fair to prospective Contractors and in the best interests of OC San.

B. Scope.

This Ordinance governs the purchase of Goods, Services, and the award of Contracts for Public Works Projects.

Section 1.02. Title

This Ordinance may be referred to as OC San’s “Purchasing Ordinance.”

Section 1.03. Definitions

As used throughout this Ordinance, the terms set forth in Article 9 shall have the meanings as defined therein, unless the context in which they are used clearly requires a different meaning, or a different definition is prescribed for a particular Article or provision.

Section 1.04. Rules and Guidelines

The General Manager shall implement the requirements of this Ordinance through policies, rules, and guidelines governing the purchase of Goods and Services, and the award of Contracts for Public Works Projects.

Section 1.05. Budgeted Funds

No Contract for the purchase of Goods, Services, or Public Works Projects shall be awarded unless and until the General Manager identifies funds in the current budget that are allocated to the purchase.

Section 1.06. The Purchasing Manager

A. Duties.

Consistent with the provisions of this Ordinance, the Purchasing Manager shall:

- (1) Conduct the procurement of all Goods, Services, and Public Works Projects purchased by the OC San; and receive from Contractor all bids, proposals, or other solicitation results;
- (2) Supervise and control inventories of supplies and materials.
- (3) Determine the type of procurement, term of the contract including number of renewals and any other contractual provisions necessary and in the best interest of OC San.

B. Requests for Procurement.

When a Department desires to procure Goods and/or Services, the Department Director shall file a written Requisition, in advance of a procurement process, with the Purchasing Manager. The Requisition shall describe the Goods and/or Services to be acquired. Public Works procurements require a complete Engineering Budget Approval Form or equivalent document.

Section 1.07. Exceptions to Competitive Selection

Depending on the nature of the Contract and/or the circumstances, certain provisions of this Ordinance require that Contracts for Goods and/or Services be awarded based on Competitive Sealed Bids or Competitive Sealed Proposals. This Section 1.07 establishes certain general exceptions to competitive selection requirements for the procurement of Goods and Services. The exceptions set forth in this Section 1.07 do not apply to the award of Contracts for the construction of Public Works Projects.

A. Sole Source Procurement.

Notwithstanding any other provision of this Ordinance, a Contract for Goods and/or Services may be awarded based on Sole Source Procurement, without soliciting bids or proposals as might otherwise be required, if the General Manager or his designee determines in writing that it is in the best interest of OC San to award the Contract because the Goods and/or Services are (1) of a unique nature based on their quality, durability, availability, fitness or qualifications for a particular use; or (2) only available from one source.

B. Emergency Procurement.

Notwithstanding any other provision of this Ordinance, a Contract for Goods and/or Services may be awarded through Negotiated Procurement, without soliciting bids or proposals as might otherwise be required, if the General Manager or his designee determines in writing that OC San urgently needs the Goods and/or Services in order to respond effectively to an emergency. For purposes of this Section 1.07, emergency procurements are those purchases that are required to prevent immediate interruption or cessation of necessary services or to safeguard life, property, or the public health and welfare. In addition, emergency procurements as used in this Section also include critical time sensitive purchases where time is of the essence, and OC San does not have sufficient time to solicit bids or proposals. For emergency procurements greater than \$150,000, the General Manager shall obtain the concurrence of the Chair of OC San's Board of Directors or, if the Chair is unavailable, the Vice Chair, and such action shall be ratified by the Board of Directors at its next regular meeting.

Section 1.08. Evaluation Committees

Evaluation committees convened in connection with procurements under this Ordinance shall generally be composed of full-time OC San employees. In exceptional circumstances, however, the General Manager may appoint one or more persons not employed by OC San to an evaluation committee if the General Manager determines that (1) evaluating proposals in connection with a particular procurement requires specialized expertise not available among OC San employees; (2) the procurement will impact another agency, and that agency desires to place a representative on the evaluation committee; or (3) it is otherwise in OC San's interest to do so.

Section 1.09. Severability

If any provision of this Ordinance, or any application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provision of this Ordinance or application to any person or circumstance which can be given effect without the invalid provision or application. The provisions of this Ordinance are declared to be severable.

ARTICLE 2. GOODS AND SERVICES

Section 2.01. Purpose and Scope

A. Purpose.

California Government Code Sections 54202 et seq. requires OC San to adopt written policies and procedures, including bidding requirements, governing the purchase of Goods and Services. This Article is intended to comply with Section 54202.

B. Scope.

The provisions of this Article 2 apply to Contracts for the purchase of Goods and Services other than Contracts for Professional Services (governed by Article 3) Professional Design and Related Services (governed by Article 4), and Contracts for Public Works Projects (governed by Article 5).

Section 2.02. Selection Process

Subject to the exceptions set forth in Section 2.03, the award of Contracts for the purchase of Goods and Services shall be based on the competitive procurement methods set forth below.

A. Competitive Sealed Bids.

For each procurement, the Purchasing Manager shall:

- (1) Publish a Notice Inviting Bids that contains (a) a description of the Goods and/or Services required, (b) a description of the selection process, (c) bidder's security requirement, if applicable, (d) performance bond requirements, if applicable, and (e) such provisions, renewals, terms, and conditions, consistent with this Ordinance, that the Purchasing Manager determines are necessary, desirable, and/or advantageous to OC San;
- (2) Receive the Competitive Sealed Bids publicly at the time and place designated in the Notice Inviting Bids, open all bids concurrently, and record the amount of each bid; and
- (3) Determine whether the bids are responsive to the Notice Inviting Bids.
- (4) Award: After the bids are opened, take one of the following actions:
 - (a) Award the Contract to the lowest Responsive and Responsible Bidder;
 - (b) Reject any and all bids presented and/or re-advertise the bid; or
 - (c) Declare that the Goods and/or Services may be acquired at a lower cost by negotiation in the open market and authorize the procurement in that manner.

B. Equal Bids.

If OC San determines that there has been a tie for lowest responsive bid between two or more bids received, which are for the same total amount or unit price and in all other respects equal, then OC San may award the bid based on Local Preference. If neither or both bidders are Local Businesses, OC San shall award the bid based on the drawing of lots.

C. Multi-Step Sealed Bidding.

The Purchasing Manager may determine that a prequalification process is necessary and desirable for a particular procurement. The multi-step sealed bidding process requires the Purchasing Manager to (1) issue a Request for Qualifications requesting the submission of qualifications; and (2) issue a subsequent Notice Inviting Bids for priced offers from those Contractors whose initial submissions were deemed qualified under the criteria set forth in the initial Request for Qualifications. Award under this process shall be based on the lowest Responsive and Responsible Bidder.

D. Request for Proposals.

If the Purchasing Manager determines in writing that the Competitive Sealed Bids procedure is not practical and/or not advantageous for OC San in a particular case, one or more Contracts subject to this Article may be awarded based on Competitive Sealed Proposals. The Request for Proposals process may be used (1) for Goods and/or Services that prove difficult to quantify or describe, where proposers are provided the opportunity to offer different approaches or solutions; and/or (2) for critical, routine or recurring goods or services that require consideration of the broadest possible range of competing services, products and materials available, fitness of purpose, performance reliability, standardization, life cycle costs, delivery timetables, reliable supply, support logistics, diversification of available sources and/or other similar factors in addition to the price in the award of these contracts. Award under this process shall be based upon criteria that provide the best value for OC San, wherein best value is not solely determined by price.

Section 2.03. Exceptions

A. Small Procurements.

- (1) Procurements of \$25,000 or Less. Contracts subject to this Article 2 with an estimated value of \$25,000 or less may be awarded without Competitive Sealed Bids if the Purchasing Manager determines that a Competitive Sealed Bids process would not result in a lower overall cost to OC San.
- (2) Procurements of \$100,000 or Less. Contracts subject to this Article 2 with an estimated value of \$100,000 or less may be awarded by (a) soliciting at least three bids from identified vendors, and (b) awarding the Contract to the lowest Responsive and Responsible Bidder. If the Purchasing Manager cannot obtain at least three bids, the Contract may be awarded to the lowest Responsive and Responsible Bidder as long as the Purchasing Manager determines that the bid amount is fair and reasonable.
- (3) Piecemealing Prohibited. Procurements shall not be artificially divided into different individual Contracts so as to keep each Contract amount below one of the monetary thresholds set forth in this Part A.

B. Cooperative Purchases.

When another public agency or government purchasing cooperative organization has awarded a Contract for Goods and/or Services based on Competitive Sealed Bids or Competitive Sealed Proposals, and the agency or organization followed a process substantially similar to the process described in Section 2.02, OC San may acquire Goods and/or Services under that Contract without obtaining Competitive Sealed Bids or Competitive Sealed Proposals. OC San may enter into Contracts with other public agencies, government purchasing cooperative organizations within the United States, and/or Contractors for this purpose.

C. Critical Time-Sensitive Procurements.

The Purchasing Manager may purchase Goods and/or Services through Negotiated Procurement if the Purchasing Manager determines that time is of the essence in the purchase of the Goods and/or Services. For critical time-sensitive procurements valued at more than \$150,000, the General Manager shall obtain the concurrence of the Chairperson of OC San's Board of Directors or, if the Chairperson is unavailable, the Vice Chairperson.

D. Renewals.

The Purchasing Manager may exercise any options to renew as may be included in existing Contracts without observing the bidding procedures prescribed in Section 2.02 and Section 2.03

E. Sole Source and Emergency Procurements

A Contract for the purchase of Goods and/or Services may be awarded without soliciting competitive bids if any of the exceptions set forth in Section 1.07 apply.

F. Master Contracts; Maintenance and Repair Services Less Than or Equal to \$500,000

The Purchasing Manager may purchase maintenance and repair Services estimated to cost less than or equal to \$500,000 through the master contract procedures set forth below.

- (1) Request for Qualifications. If a master contract is let for maintenance and repair Services, then at least once every three (3) years, the Purchasing Manager shall prepare and distribute a Request for Qualifications for the maintenance and repair Services required by OC San. Each Request for Qualifications shall describe the selection criteria that will be used to determine whether suppliers or firms are eligible for the prequalified list. The Request for Qualifications shall require the following information, at a minimum, from proposers:

- (a) The firm's demonstrated competence and specialized expertise necessary to perform the type of Service needed;
 - (b) The experience, training, and skills of the key personnel that will perform and manage the work for OC San;
 - (c) The firm's capacity and resources to perform the Services required within the specified period of time. The firm must demonstrate that it will provide a sufficient number of qualified staff, equipment, and facilities as applicable.
- (2) Evaluation Committee. The Purchasing Manager shall convene an evaluation committee to evaluate the responses to each Request for Qualifications. The Purchasing Manager shall chair the committee, and the Director of the Department requesting the Procurement shall appoint the remaining members. Each evaluation committee shall determine whether each supplier or firm has the demonstrated competence and qualifications to provide the Services necessary for the satisfactory performance of the Services required.
- (3) Lists. Based on the recommendations of the evaluation committee, with the concurrence of the Department Director, the Purchasing Manager shall establish a list of at least three (3) prequalified Contractors. If OC San uses its best efforts to outreach to potential Contractors and cannot obtain the minimum of three (3) prequalified Contractors, the Purchasing Manager shall document the outreach and responses received. OC San may then proceed with award to fewer than three (3) prequalified firms. Each list shall be used for a maximum of three (3) years. No later than three (3) years after establishing a prequalified list, the Purchasing Manager must issue a new Request for Qualifications and establish a new list if such goods and/or services are required.
- (4) Master Contract. Master Contracts with firms on the prequalified list shall be awarded by the Board of Directors in the amount not to exceed the program budget approved by the Board of Directors. The original term of such Contracts shall be for one (1) year, with an option to renew each Contract for up to two (2) additional one-year renewal periods.
- (5) Task Orders. The Department Director shall notify the Purchasing Manager when Services subject to this subsection 2.03(F) are required for a maintenance or repair project. Proposals shall be solicited from all the firms on the prequalified list and one of the firms shall be selected pursuant to the process set forth in Section 2.02. Individual Task Orders in an amount not to exceed \$500,000 will be awarded for each project.

ARTICLE 3. PROFESSIONAL SERVICES

Section 3.01. Purpose and Scope

A. Purpose.

This Article 3 is intended to ensure that OC San obtains Professional Services at fair and reasonable prices based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

B. Scope.

The provisions of this Article 3 apply to the award of Contracts for Professional Services and incidental services that members of a Professional Service firm, and those in their employ, may logically perform. The provisions of this Article 3 do not apply to the award of Contracts for Professional Design and Related Services (governed by Article 4).

Section 3.02. Selection Process

Contracts for Professional Services shall be awarded pursuant to the following procedures:

A. Request for Proposals.

The Purchasing Manager shall prepare a Request for Proposals in consultation with the Director of the Department requesting the Procurement. The Purchasing Manager, with the concurrence of the Director of the Department requesting the Procurement, may select a limited number of Professional Service firms to receive the Request for Proposals. The Purchasing Manager may issue a Request for Qualifications to prospective Contractors as a means of identifying prospective recipients. The Purchasing Manager may publish notice of the Request for Proposals or Request for Qualifications.

B. Evaluation and Ranking of Proposals.

All responsive proposals shall be evaluated and ranked, from most qualified to least qualified, based on each firm's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. The Purchasing Manager may establish a committee to conduct the evaluation. The Purchasing Manager or evaluation committee, if any, may communicate with a proposal's author to seek clarification or otherwise obtain relevant information.

C. Negotiation of Contract.

The Purchasing Manager shall negotiate a Contract with the firm deemed to be most qualified at a price that the Purchasing Manager, with the concurrence of the Director of the Department requesting the Procurement, deems to be fair and reasonable. If the Purchasing Manager determines that it is in the best interest of OC San to enter into Contracts with two or more firms, the Purchasing Manager

shall negotiate with the desired number of firms starting with the most qualified. The Purchasing Manager shall proceed down the list from most to least qualified until he or she has concluded negotiations with the desired number of firms at fair and reasonable prices. OC San may, in its sole discretion, reject all proposals.

Section 3.03. Exceptions

A. Sole Source and Emergency Procurements.

A Contract for Professional Services may be awarded without soliciting Competitive Sealed Proposals if the Purchasing Manager makes one of the determinations set forth in Section 1.07.

B. Contractors Reporting to the Board.

The provisions of this Article 3 shall not apply to the retention of Professional Service firms or individuals that are selected by the Board and report directly to the Board. For such Contracts, the Board shall determine the method of selection, consistent with the requirements of applicable law.

C. Procurements of \$25,000 or less.

Contracts subject to this Article 3 with an estimated value of \$25,000 or less may be awarded without following the Request for Proposal/Request for Qualifications process if the Purchasing Manager determines that an RFP/RFQ process would not result in a lower overall cost to OC San.

D. Master Contracts; Professional Services Less Than or Equal to \$500,000.

The Purchasing Manager may purchase Professional Services estimated to cost less than or equal to \$500,000 through the master contract procedures set forth in Section 2.03(F), provided that individual task orders shall not exceed \$500,000 for each project.

E. Master Contracts: Professional Services Qualified Lists.

The Purchasing Manager may establish qualified lists of Professional Services through the master contract procedures set forth below.

- (1) Request for Qualifications. If a master contract is let for Professional Services, the Purchasing Manager shall prepare and distribute a Request for Qualifications for the Professional Services required by OC San. Each Request for Qualifications shall describe the selection criteria that will be used to determine whether firms are eligible for the qualified list. The Request for Qualifications shall require the following information, at a minimum, from firms:

- (a) The firm's demonstrated competence and specialized expertise necessary to perform the type of Service needed;
 - (b) The experience, training, and skills of the key personnel that will perform and manage the work for the OC San;
 - (c) The firm's capacity and resources to perform the Services required within the specified period of time. The firm must demonstrate that it will provide a sufficient number of qualified staff, equipment, facilities, or other requirements as applicable.
- (2) Evaluation Committee. The Purchasing Manager shall convene an evaluation committee to evaluate the responses to each Request for Qualifications. The Purchasing Manager shall chair the committee, and the Director of the Department requesting the Procurement shall appoint the remaining members. Each evaluation committee shall determine whether each firm has the demonstrated competence and qualifications to provide the Services necessary for the satisfactory performance of the Services required.
- (3) Lists. The Purchasing Manager in conjunction with the Department Director shall determine the number of firms needed on the list based on anticipated work. If OC San uses its best efforts to outreach to potential Contractors and cannot obtain the minimum number of firms specified in the RFQ, the Purchasing Manager shall document the outreach efforts and responses to the procurement file. OC San may proceed with award to fewer firms. No later than five (5) years after establishing a qualified list, the Purchasing Manager must issue a new RFQ and establish a new list if such services are still required.
- (4) Master Contract. Master Contracts with firms on the qualified list shall be awarded by the Board of Directors in the amount not to exceed the program budget approved by the Board of Directors. The original term of such Contracts shall be for three (3) years, with an option to renew each Contract for up to two (2) additional one-year renewal periods.
- (5) Task Orders. The Department Director shall notify the Purchasing Manager when Services are subject to this subsection 3.03(E). The Purchasing Manager shall follow a competitive selection process or cycle through on a rotation basis to one firm at a time. The Request for Qualifications shall specify any competitive process and/or rotation selection process, including selection of a single firm due to a unique qualification or circumstance, subject to the best interests of OC San in any particular case.

F. Renewals.

The Purchasing Manager may exercise any options to renew as may be included in existing Contracts without initiating the procurement procedures prescribed in Section 3.02 and Section 3.03.

ARTICLE 4. PROFESSIONAL DESIGN AND RELATED SERVICES

Section 4.01. Purpose and Scope

A. Purpose.

This Article 4 is intended to ensure that OC San obtains Professional Design and Related Services at fair and reasonable prices based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

B. Scope.

This Article 4 applies to the selection of Contractors for Professional Design and Related Services.

Section 4.02. Selection Process

A. Competitive Selection.

All Professional Design and Related Services estimated to be greater than \$500,000 shall be awarded based on Competitive Sealed Proposals. All Professional Design and Related Services with an estimated value of \$500,000 or less shall have a separate selection process based upon a master contract procedure whereby the OC San shall solicit Statements of Qualifications and award one or more master contracts not to exceed \$1,000,000 per year.

B. Professional Design and Related Services Greater Than \$500,000,000.

The requirements set forth in this subsection 4.02(B) shall apply to the purchase of Professional Design and Related Services estimated to cost more than \$500,000.

- (1) Annual List. Each Director of a Department that utilizes Professional Design and Related Services may file annually with the Purchasing Manager a list of specific disciplines for which Professional Design and Related Services may be required. The Purchasing Manager may from time to time prepare and distribute a Request for Qualifications for the professional disciplines or project design services required by OC San subject to this Part B. For each Request for Qualifications issued, the Purchasing Manager shall evaluate the responses, identify qualified firms, and maintain the responses of the qualified firms on file to be used in the Request for Proposals process described below.
- (2) Request for Proposals. The Purchasing Manager, in consultation with the Director of Engineering, shall issue a Request for Proposals for the Professional Design and Related Services requested. Multiple projects may be bundled into one Request for Proposals such that multiple Contract awards may result from one Request for Proposals and selection may be based upon specialized services.

- (3) Content of Request for Proposals. Each Request for Proposals shall describe the Professional Design and Related Services required and the selection process. Each Request for Proposals shall also set forth such provisions, terms, and conditions, consistent with this Ordinance, that the Purchasing Manager, in consultation with the Director of Engineering, determines are necessary, desirable, and/or advantageous to OC San. Each Request for Proposals shall require that proposals contain, at a minimum, the following information:
- (a) The firm's qualifications for performing the proposed work.
 - (b) The firm's relevant experience and performance on similar projects.
 - (c) The firm's ability to complete the work within the time allotted.
 - (d) The personnel that will be assigned to the project.
 - (e) The estimated number of hours that each member of the team will spend on the project.
 - (f) A statement that the firm's engagement for the project would not create a conflict of interest.
 - (g) Any other information required to properly evaluate the firm's qualifications and experience with similar projects.
 - (h) Proposals for construction management services shall demonstrate that the designated personnel have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost- benefit analysis, claims review and negotiation, and general management and administration of a construction project.
 - (i) A fee proposal, based on the method of compensation specified in the Request for Proposal, and an estimate of total fees, enclosed in a separately sealed envelope. Commonly used methods of compensation for Professional Design and Related Service Contracts include (i) cost plus fixed fee with a maximum amount; (ii) per diem rate(s) with a maximum amount; (iii) a lump sum (fixed) fee; and (iv) cost of time and materials.
- (4) Publication of Request for Proposals. OC San shall publish each Request for Proposals by two or more of the following methods:
- (a) Advertising in print or electronic media; and/or
 - (b) Mailing the Request for Proposals to each firm that has been identified

as a qualified firm as set forth in subsection 4.02(B)(1); and/or

- (c) Mailing the Request for Proposals to each vendor registered in the applicable category, based on the services identified in the Request for Proposals, in OC San's on-line vendor database.
- (5) Staff Evaluation Committee. The Purchasing Manager shall convene an evaluation committee to evaluate the proposals.
- (a) Management and Composition. The Purchasing Manager shall serve as chair of the evaluation committee. The Director of Engineering shall appoint the other members of the committee.
 - (b) Ranking of Firms. All proposals shall be evaluated and ranked, from most qualified to least qualified, based on each firm's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.
 - (c) Interviews. At its discretion, the evaluation committee may interview one or more of the firms that have submitted proposals.
 - (d) Report. The evaluation committee shall prepare a written report for the Purchasing Manager and the Director of Engineering setting forth, at a minimum, the ranking of firms from most qualified to least qualified.
- (6) Negotiations. The Purchasing Manager and the Director of Engineering shall negotiate a Contract with the firm that the evaluation committee deems to be most qualified. Fee proposals shall not be opened until the most qualified proposer is identified. Only the most qualified proposer's fee proposal will be opened. If those negotiations fail, the Purchasing Manager shall negotiate with the second most qualified firm, and so on, until an agreement is reached. The Purchasing Manager shall proceed down the list from most to least qualified until he or she has concluded negotiations with the desired number of firms at fair and reasonable prices. The Director of Engineering shall make a written determination that the negotiated fee is fair and reasonable. All unopened price proposals will remain unopened in OC San's web-based system. OC San may, in its sole discretion, reject all proposals.

C. Master Contracts; Professional Design and Related Services Less Than or Equal to \$500,000.

The requirements set forth in this subsection 4.02(C) shall apply to the purchase of Professional Design and Related Services estimated to cost less than or equal to \$500,000 for each individual project.

- (1) Request for Qualifications. At least once every five (5) years, the Purchasing Manager shall prepare and distribute a Request for Qualifications for each

professional discipline or project design service required by OC San subject to this subsection. Each Request for Qualifications shall describe the selection criteria that will be used to determine whether firms are eligible for the prequalified list. The Request for Qualifications shall require the following information, at a minimum, from firms:

- (a) The firm's demonstrated competence and specialized expertise necessary to perform the type of services needed;
 - (b) The education, experience, training, and skills of the key personnel that will perform and manage the work for OC San;
 - (c) The firm's capacity and resources to deliver the services required within the specified period of time, including but not limited to a sufficient number of qualified staff, computer hardware, computer software, special equipment, and facilities as applicable; and
 - (d) The proximity of the firm's office(s) to OC San, the specific location of key personnel, and the firm's experience and familiarity with the operation of local government.
- (2) Evaluation Committee. The Purchasing Manager shall convene an evaluation committee to evaluate the responses to each Request for Qualifications. The Purchasing Manager shall chair the committee, and the Director of Engineering shall appoint the remaining members. Each evaluation committee shall determine whether each firm has the demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.
- (3) Lists. Based on the recommendations of the evaluation committee, with the concurrence of the Director of Engineering, the Purchasing Manager shall establish a list of prequalified Contractors within each discipline/category. The RFQ will identify the number of anticipated firms on the prequalified list. The Purchasing Manager in conjunction with the Director of Engineering shall determine the number of firms needed on the list based on anticipated work. If OC San cannot obtain the minimum number of firms specified in the RFQ, the Purchasing Manager shall record the outreach efforts and responses to the procurement file. OC San may proceed with award to fewer firms. Each list shall be used for a maximum of 5 (five) years. No later than 5 (five) years after establishing a prequalified list for each service, the Purchasing Manager shall issue a new Request for Qualifications and establish a new list if such services are still required.
- (4) Master Contract. Master Contracts with firms on the prequalified list shall be awarded by the Board of Directors in an amount not to exceed \$1,000,000 per year. The original term of such Contracts shall be for 3 (three) years, with an option to extend each Contract for up to two (2) additional one-year renewal periods.

- (5) Task Orders. The Director of Engineering shall notify the Purchasing Manager when Professional Design and Related Services subject to this subsection are required for a project. Proposals shall be solicited, with price proposals submitted in a separate sealed envelope, from at least two firms on the prequalified list and one of the firms shall be selected pursuant to the process set forth in subsections 4.02(B)(5) and 4.02(B)(6). In determining which firms will be invited to submit proposals, the Purchasing Manager shall follow the selection or rotation process, if any, set forth in the Request for Proposals, subject to the best interests of OC San in any particular case. Individual Task Orders in an amount not to exceed \$500,000 will be awarded for each project. The Director of Engineering shall make a written determination that the negotiated fee is fair and reasonable for the task. For Task Orders estimated to cost \$100,000 or less, the Director of Engineering, with concurrence of the Purchasing Manager, may solicit a proposal from 1 (one) firm on the prequalified list. The price proposal shall be submitted in a separate sealed envelope. The Director of Engineering shall issue a written determination that (i) identifies the basis for selection, including but not limited to the specialized qualifications of the 1 (one) firm, and (ii) states that the negotiated price is fair and reasonable.

Section 4.03. Exceptions

A. Sole Source and Emergency Procurements.

Contracts for Professional Design and Related Services may be awarded without soliciting Competitive Sealed Proposals if the Purchasing Manager makes one of the determinations set forth in Section 1.07.

B. Additional Services.

A new contract for additional services related to work already performed under an existing Contract for Professional Design and Related Services may be awarded without observing the procurement procedures prescribed in subsection 4.02(B) or subsection 4.02(C), as applicable. In connection with any such new contract, the Director of Engineering shall determine in writing that (1) it is in OC San's best interest to have the original firm perform additional, related services, and (2) the negotiated price is fair and reasonable.

C. Procurements of \$25,000 or less.

Contracts subject to this Article 4 with an estimated value of \$25,000 or less may be awarded without following the Request for Proposal/Request for Qualifications process if the Purchasing Manager determines that an RFP/RFQ process would not result in a lower overall cost to OC San.

ARTICLE 5. PUBLIC WORKS PROJECTS

Section 5.01. Purpose and Scope

A. Purpose.

This Article 5 is intended to implement state statutes that govern OC San's award of construction Contracts for Public Works Projects.

B. Scope.

This Article 5 applies to OC San's award of Contracts for the construction of Public Works Projects exceeding \$35,000 other than sewerage maintenance or repair projects pursuant to Public Contract Code section 20783 (Projects estimated at \$35,000 or less, and sewerage maintenance or repair projects, may be processed pursuant to Article 2).

Section 5.02. Selection Process

A. Design-Bid-Build.

(1) Competitive Sealed Bids. For projects subject to Public Contracts Code section 20783, OC San shall select firms for Public Works Projects pursuant to the process described in this subsection 5.02(A).

(a) Notice Inviting Bids. For each prospective Contract, the Purchasing Manager shall publish a notice inviting bids as required by Public Contract Code Section 20783.

(i) Manner of Publication. Each notice inviting bids shall be published in a newspaper of general circulation at least 10 days before the date for the opening of bids consistent with the requirements set forth in Public Contracts Code section 20783, as may be amended or superseded from time to time. Additionally, OC San may publish each notice inviting bids on industry bulletin boards, OC San's on-line vendor database, and/or on OC San's website.

(ii) Contents. Each Notice Inviting Bids shall:

1. Establish a deadline for the receipt of bids that is at least 10 calendar days after the first publication of the Notice Inviting Bids.
2. Provide that OC San, in its sole discretion, may reject any and all bids;
3. Set forth a procedure that shall be followed in the event of

a tie between the lowest Responsive and Responsible bidders;

4. Require bidders to post a bidder's security;
 5. State that if a Contract is awarded to the bidder, a payment bond is required pursuant to Civil Code section 9550, as well as a performance bond;
 6. Contain detailed plans and specifications for the project. Subject to the exceptions set forth in subsection 5.03(B), the specifications shall not call for a designated material, product, thing, or service by specific brand or trade name unless OC San complies with the requirements under California Public Contract Code section 3400 *et seq.*; and
 7. Contain whatever provisions, consistent with this Ordinance, the Purchasing Manager determines are necessary, desirable, and/or advantageous to OC San.
- (b) Bid Opening. The Purchasing Manager shall open the bids publicly in the presence of one or more witnesses at the time and place designated in the Notice Inviting Bids, either in person or via a virtual platform. Posting of results on a web-based system may be used in lieu of in person bid opening. The Purchasing Manager shall record the amount of each bid together with the name of each bidder. This record, and each bid, shall be considered public records and shall be available to the public at the point in time specified in the Notice Inviting Bids and consistent with the Public Records Act.
- (c) Rejection of Bids. OC San may reject all bids received for a particular project and:
- (i) Re-advertise for bids; or
 - (ii) Authorize construction of the project through a Negotiated Procurement of day labor and/or materials or supplies, if the Board adopts a resolution by a four-fifths vote declaring that (i) the work can be performed more economically by day labor, and/or (ii) the materials or supplies can be obtained at a lower price in the open market.
- (d) No Bids. If OC San does not receive any responsive and responsible bids for a particular project, OC San's Board of Directors may authorize the Purchasing Manager to conduct a Negotiated Procurement and present his or her recommendation to the Board for approval.
- (e) Award to Lowest Responsive and Responsible Bidder. Unless OC San

rejects all bids, the Contract shall be awarded to the lowest Responsive and Responsible Bidder. If OC San determines that there has been a tie for lowest responsive bid between two or more bids received, which are for the same total amount or unit price and in all other respects equal, then OC San may award the bid based on Local Preference. If none or all bidders are Local Businesses, OC San shall award the bid based on the drawing of lots, identifying each eligible bidder on individual slips of paper, and then randomly drawing one of the slips of paper. If the lowest Responsive and Responsible Bidder refuses to enter into a Contract, then the lowest Responsive and Responsible Bidder shall forfeit its bidder's security, and the Contract shall be awarded to the next lowest Responsive and Responsible Bidder.

B. Design-Build.

As may be authorized by the Public Contract Code or other statute, OC San may utilize a design-build selection process for the award of Public Works Contracts.

C. Prequalification.

The Purchasing Manager may limit the field of prospective bidders for Public Works Contracts by prequalifying Contractors pursuant to California Public Contract Code Section 20101 and the requirements of this subsection 5.02(C). Prequalification shall only be required when the Purchasing Manager or the Director of Engineering determines that prequalification is necessary or desirable. The Purchasing Manager may (i) prequalify a list of Contractors for the right to bid on any specific Public Works Project, and/or (ii) prequalify lists of Contractors for the right to bid on unspecified projects of a certain type or size pursuant to Public Contracts Code section 20101(c). If the Purchasing Manager elects to prequalify lists of Contractors for the right to bid on unspecified projects of a certain type or size, he or she shall conduct a prequalification process quarterly, and all qualifications shall be valid for one year. For each prequalified list of either type, the Purchasing Manager shall evaluate and prequalify Contractors pursuant to the following procedures:

- (1) Questionnaires and Rating Criteria. The Purchasing Manager shall develop a questionnaire and rating criteria for each prequalification. All criteria shall be relevant and objective. The Purchasing Manager may rely on the Department of Industrial Relations model guidelines, questionnaires, and forms, and/or establish additional or modified criteria.
- (2) Statements of Qualifications. The Purchasing Manager shall solicit Statements of Qualifications from prospective bidders.
- (3) Evaluation Committee. The Purchasing Manager shall convene an evaluation committee to evaluate each Statement of Qualifications. The Purchasing Manager shall chair the committee, and the Director of Engineering shall appoint the remaining committee members. The evaluation committee shall review each Statement of Qualifications, rate the Contractors according to their qualifications and objective criteria, and

determine which Contractors are qualified and which Contractors are not qualified.

- (4) Notice of Determination. When the evaluation committee completes its review, the Purchasing Manager shall send each Contractor written notice of the committee's determinations regarding that Contractor. If the evaluation committee determines that a Contractor is not qualified, the written notice shall also set forth the basis for that determination and any relevant supporting evidence that the evaluation committee considered.
- (5) Appeal Process.
 - (a) Notice of Appeal. Any Contractor may appeal to the General Manager any determination of the evaluation committee, including any rating assigned to the Contractor and any decision to disqualify the Contractor, by filing a written notice of appeal within seven (7) working days after the Purchasing Manager mails the notice described in subsection 5.02(C)(4).
 - (b) Hearing. Within five (5) working days of the receipt of an appeal, the General Manager, or a designee of the General Manager who has not been involved in the evaluation of qualifications of Contractors for the project, shall conduct a hearing on the appeal. During the hearing, the affected Contractor or subcontractor shall have the opportunity to rebut any evidence used as a basis for disqualification and to present evidence to the General Manager or the General Manager's designee as to why the prospective bidder should be found qualified.
 - (c) Decision. Within five (5) working days of the conclusion of the hearing, the General Manager or the General Manager's designee shall issue a written decision on the appeal. The decision of the General Manager or the General Manager's designee shall be final.

Section 5.03. Exceptions

A. Emergencies and Calamities.

- (1) The provisions of this subsection 5.03(A) apply in the event of an emergency or calamity involving a sudden, unexpected occurrence that poses a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. In the event of such an emergency or calamity, OC San may, through Negotiated Procurement, award Contracts to repair or replace facilities, take any directly related and immediate action required by the emergency or calamity, and procure the necessary equipment, services, and supplies for those purposes.
- (2) The General Manager may take the actions described in subdivision (1) above, with the concurrence of the Chairperson of the Board of Directors and/or the Vice Chairperson, without obtaining prior approval of OC San's Board of Directors. In taking any such action, the General Manager shall follow the procedures set forth in Public Contracts Code Section 22050.
- (3) In the alternative, OC San's Board of Directors may, by resolution adopted by a four-fifths vote, take the actions described in subdivision above. In taking any such action, OC San shall follow the procedures set forth in Public Contracts Code 22050.

B. Specification of Brand or Trade Name.

Notwithstanding subsection 5.02(A)(1)(a)(ii)(6), the specifications for a Public Works Contract may call for a designated material, product, thing, or service by specific brand or trade name without inserting the words "or equal" if OC San complies with the requirements of the California Public Contract Code section 3400 *et seq.* The General Manager is authorized to make the findings required under California Public Contract Code section 3400 *et seq.* The Notice Inviting Bids or Request for Proposals shall state that a particular material, product, thing, or service is necessary or desirable for any of the following purposes:

- (1) In order that a field test or experiment may be made to determine the product's suitability for future use;
- (2) In order to match other products in use on a particular public improvement either completed or in the course of completion;
- (3) In order to obtain a necessary item that is only available from one source;
- (4) In order to respond to an emergency declared by OC San, but only if the declaration is approved by a four-fifths vote of OC San's Board of Directors;
- or
- (5) In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of OC

San.

ARTICLE 6. PROTESTS

OC San shall afford Interested Parties an opportunity to protest the solicitation of bids and proposals and the award of contracts as set forth in this Article 6. The General Manager shall adopt detailed protest procedures consistent with this Article 6. The protest procedures governing any particular procurement shall be set forth in the Notice Inviting Bids or the Request for Proposals, as applicable.

Section 6.01. Solicitation Protests

- A. Interested Parties may file a Solicitation Protest Statement with the Purchasing Manager on the grounds that a free and open competition has not taken place, or cannot take place, and/or that a particular specification or requirement is impractical, unduly restrictive, or ambiguous. Each Notice Inviting Bids/Invitation for Bids and Request for Proposals shall identify the date and time that the Solicitation Protest Statement is due, the information required to be included in the Solicitation Protest Statement, the evaluation process, and the types of remedies available.
- B. The Purchasing Manager shall evaluate each Solicitation Protest Statement and determine what actions, if any, will be taken to remedy any deficiency. The decision of the Purchasing Manager shall be final.

Section 6.02. Award Protests

- A. In connection with any competitive selection process, any Interested Party may file an Award Protest Statement with the Purchasing Manager on the ground that a free and open competition has not taken place in connection with the award recommendation. The Purchasing Manager shall not, however, consider any protest based on a finding that a bid or proposal is not responsive.
- B. Each Notice Inviting Bids and Request for Proposals shall identify the deadline for Award Protest Statements and describe the information required to be included in any Award Protest Statement, the evaluation process, the appeal process, and the types of remedies available.
- C. The Purchasing Manager shall evaluate each Award Protest Statement and determine what actions, if any, will be taken to remedy any deficiency.
- D. If the Protestor wishes to appeal, the Purchasing Manager's decision on an Award Protest Statement, the appeal shall be submitted to the Director of Finance and the Director of the Department requesting the Procurement. The Director of Finance and the Director of the Department requesting the Procurement shall evaluate each Award Protest Statement and determine whether to uphold or

reject the Purchasing Manager's determination. For Contracts to be awarded by OC San staff, the decision of the Director of Finance and the Director of the Department requesting the Procurement shall be final. For Contracts to be awarded by the Board of Directors, the Board may consider any Award Protest Statements in connection with its consideration of the Contract.

Section 6.03. Delay in Award

- A. Execution of any proposed contract shall be delayed pending resolution of any protests unless one or more of the following conditions is present:
 - (1) The items or services being procured are urgently required;
 - (2) Delivery or performance will be unduly delayed by failure to make an award promptly; or
 - (3) Failure to make prompt award will otherwise cause undue harm to OC San.

Section 6.04. Remedies

- A. If the final decision maker determines that the award or proposed award was not made in accordance with applicable statutes, regulations, policies and/or procedure, OC San, in its sole discretion, may grant any of the following remedies or any other remedy it deems appropriate:
 - (1) Prior to award, OC San may issue a new solicitation, make a new selection/award recommendation, or award a contract consistent with applicable statutes, regulations, policies and procedures;
 - (2) Take no further action; or
 - (3) Take any other action that is permitted by law to promote compliance with applicable statutes, regulations, policies and/or procedure.
- B. In determining the appropriate remedy, if any, OC San shall consider all the circumstances surrounding the Notice Inviting Bids/Invitation for Bids or Requests for Proposal and/or award, including, but not limited to:
 - (1) The seriousness of any deficiency found to exist in the contracting process;
 - (2) The effect of the action on the competitive process;
 - (3) Any urgency surrounding the contract requirement; and
 - (4) The effect that implementing the remedy will have on OC San.
- C. Nothing contained herein shall be construed to act as a limitation on OC San's choice of remedies or confer any right upon any Interested Party or affected party to a remedy.

Section 6.05. Public Documents

Solicitation Protest Statements and Award Protest Statements are public documents. OC San will notify the affected parties when a protest has been submitted and will provide copies of the Protest Statements to the affected parties upon written request.

ARTICLE 7. DELEGATION OF AUTHORITY TO AWARD CONTRACTS

This Article 7 applies to all Contracts for Goods, Services, and Public Works Projects entered into by OC San.

Section 7.01. Award Authorization

A. Delegation by General Manager.

The General Manager shall establish written procedures governing the delegation of authority to the Purchasing Manager to award and execute Contracts, Amendments, Change Orders, Renewals, Time Extensions and Assignments consistent with this Ordinance. Upon delegation of authority by the General Manager each Department Director may further delegate authority to initiate a written Requisition consistent with the General Manager's written procedures.

B. Original Contracts, Contingencies and Renewals

The Board of Directors hereby delegates the authority to award Contracts within specified limits as follows:

Delegated Authority	Authorized Action
General Manager	(1) Authorization to approve and execute Contracts and applicable Renewals for budgeted procurements less than or equal to \$150,000. (2) All new procurements between \$50,000 and \$150,000 are to be reported to the Board of Directors on a quarterly basis.
Standing Committees	(1) Authorization to approve and execute Contracts and applicable Renewals for budgeted procurements greater than \$150,000 and up to or equal to \$250,000. (2) Authorization to approve Contingency up to 50%, for a total spending authority of up to \$375,000 for each Contract.

Board of Directors	Authorization to approve and execute Contracts and applicable Renewals for budgeted procurements up to or greater than \$250,000, including Contingency.
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C. Amendments, Change Orders, Renewals, Time Extensions and Assignments

The Board of Directors hereby delegates the authority to approve Amendments, Change Orders, Renewals, Time Extensions and Assignments in any amount as follows:

Delegated Authority	Authorized Action
General Manager	<p>(1) Authorization to approve and execute Amendments and Change Orders as long as the Amendment or Change Order is recommended by the applicable Department Director, and (a) the Amendment or Change Order does not change the contract price or the new contract price is within the delegated authority, or (b) the Amendment or Change Order is within the approved contingency.</p> <p>(2) Authorization to approve and execute any Renewals that were originally approved by the General Manager, Standing Committee and/or Board of Directors.</p> <p>(3) Authorization to approve and execute Amendments and Change Orders for Contract Time Extensions (a) without any increase in Contract price; or (b) with an increase in Contract price within the approved Contingency originally approved by the General Manager, Standing Committee and/or Board of Directors.</p> <p>(4) Authorization to approve and execute all Assignments unless determined by the General Manager that the assignment contains material changes and requires approval of the awarding authority.</p> <p>(5) Authorization to approve and execute Amendments to chemical Contracts unless the Contract unit price has increased beyond the unit price contingency approved by the</p>

	<p>OC San's Standing Committee and/or Board of Directors.</p> <p>(6) Authorization to approve and execute chemical contract Renewals including changes to the unit price, increases or decreases to the estimated annual / or specified term amount. Increases that cause the contract amount to exceed the General Manager's delegated authority shall be approved by the Standing Committee and/or Board of Directors.</p>
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Section 7.02. Contingency Release

The General Manager shall manage the release of all contingency funds for use in all amendments and change orders within the approved contingency amounts.

Section 7.03. Task Orders

The Board of Directors hereby delegates the authority to award Task Orders within specified limits as follows:

Delegated Authority	Authorized Action
General Manager	<p>(1) For Task Orders covered under Article 2. Goods and Services, authorization to approve and execute Task Orders and/or Amendments to the Task Orders provided the cumulative total of the Task Order and Amendments thereto does not exceed \$500,000, upon the recommendation of the Department Director</p> <p>(2) For Task Orders covered under Article 2. Goods and Services, all new Task Order procurements between \$50,000 and \$500,0000 are to be reported to the Board of Directors on a quarterly basis, in arrears.</p> <p>(3) For Task Orders covered under Article 3. Professional Services of this Ordinance, authorization to approve and execute Task Orders and/or Amendments to the Task Orders provided the cumulative total of the Task Order and Amendments thereto does not exceed</p>

	<p>\$500,000, upon the recommendation of the Department Director.</p> <p>(4) For Task Orders covered under Article 4. Professional Design and Related Services, authorization to approve and execute Task Orders and/or Amendments to the Task Orders provided the cumulative total of the Task Order and Amendments thereto does not exceed \$500,000, upon the recommendation of the Department Director.</p> <p>(5) For Task Orders covered solely under Article 4, Professional Design and Related Services of this Ordinance, the General Manager may delegate authorization to approve and execute Professional Design and Related Service master contract Task Orders up to or equal to \$150,000, which is inclusive of amendments to Task Orders, to the Director of Engineering. This authorization may not be sub delegated further. This authorization does not apply to master contracts covered under Article 2 or Article 3 of this Ordinance.</p>
Board of Directors	<p>(1) For Task Orders covered under Article 2. Goods and Services, all Task Orders and/or amendments where the cumulative value exceeds \$500,000 shall be approved by the Board of Directors.</p> <p>(2) For Task Orders covered under Article 3. Professional Services, all Task Orders and/or amendments that exceed \$500,000 shall be approved by the Board of Directors.</p> <p>(3) For Task Orders covered under Article 4. Professional Design and Related Services, all Task Orders and/or Amendments that exceed \$500,000 shall be approved by the Board of Directors.</p>

ARTICLE 8. ETHICS

Section 8.01. Unlawful Consideration Prohibited

OC San Officials shall neither solicit nor receive bribes, rebates, kickbacks, and/or any other unlawful consideration from any contracting party, or any party seeking a Contract with OC San, in exchange for favorable treatment or any other action.

Section 8.02. Conflicts of Interest

A. Compliance with the Political Reform Act.

OC San Officials shall not make any Contracts, participate in the making of any Contracts, or in any way attempt to use their official positions to influence any decision on any Contracts, in violation of Government Code Sections 87100 *et seq.*

B. Compliance with Government Code § 1090.

Without limiting the requirements of Part A above, no OC San Official shall make any Contract, participate in the making of any Contract, or in any way attempt to use his or her official position to influence any decision on a Contract, in violation of California Government Code Section 1090.

C. Requirements Applicable to Consultants.

Consultants designated by OC San's Conflict of Interest Code shall comply in all respects with Government Code Section 87100 *et seq.*, and its implementing regulations.

ARTICLE 9. DEFINITIONS

Amendment means a properly executed written agreement entered into and between OC San and the Contractor or issued by OC San, covering modifications to the original Contract and which may result in adjustments to provisions of the Contract, including, but not limited to, terms, scope of work, compensation, and/or period of performance.

Assignment means to revise Contracts and related records to reflect changes such as the sale, transfer, or reorganization of a Contractor's business, or a change in the Contractor's name for doing business, as long as all other terms and conditions of the original Contract remain the same.

Award Protest Statement shall mean a written objection to the award recommendation prior to final action to award the contract, which shall be submitted after receipt of sealed bids/proposals, but before award of a contract, as specified herein.

Best value means the overall combination of quality, price, and other elements of a proposal/bid (or combination of several proposals/bids) that, when considered together, provide the greatest overall benefit in response to the requirements described in the solicitation documents.

Change Order means a properly executed written agreement entered into and between OC San and the Contractor, or unilaterally issued by OC San, covering modifications to the original Contract, and which may result in adjustments to the provisions of the Contract, including, but not limited to, terms, scope of work, cost and/or period of performance.

Competitive Sealed Bids means a selection process whereby prospective Contractors submit sealed bids and the Contract is awarded to the lowest Responsive and Responsible Bidder.

Competitive Sealed Proposals means a selection process whereby prospective Contractors submit sealed proposals and the Contract is awarded to the proposal that best meets the criteria specified in the Request for Proposals.

Contingency means an amount above the original Contract price, as awarded by the delegated authority, established at the time of Contract award, as may be amended thereafter, to be used for Contract changes.

Contract means any type of agreement for the purchase of Goods, Services, and/or Public Works Projects. Contracts may be labeled in various different ways, including, but not limited to, "contract," "agreement," "purchase order," and "task order."

Contractor means any person or entity that has a Contract with OC San.

Department means one of OC San's designated departments.

Design-Bid-Build means a selection process for the award of Public Works Contracts involving three basic steps: (1) OC San hires a design professional to prepare detailed plans and specifications, or OC San prepares detailed plans and specifications; (2) OC San solicits bids from construction firms based on the detailed plans and specifications; and (3) OC San awards the Contract to the lowest Responsive and Responsible Bidder.

Design-Build means a selection process for the award of Public Works Contracts involving two basic steps: (1) the agency solicits proposals from pre-qualified firms to design and construct a project; and (2) depending on the award criteria set forth in the Request for Proposals, the agency awards the Contract to either (a) the lowest Responsive and Responsible Bidder, or (b) the proposal that presents the "best value."

Designee means a person selected or authorized to temporarily manage the duty or role of another employee.

Director means a director of one of OC San's designated departments, or his or her

designee(s).

Director of Engineering means OC San's Director of Engineering or his or her designee(s).

General Manager means the General Manager of the OC San, or his or her designee(s).

Goods means fixed, movable, disposable, and/or reusable products, commodities, equipment, materials, supplies, or items used by OC San and excludes land or any interest in real property.

Interested Party shall mean: (1) on solicitation, all bidders or proposers, and prospective bidders or proposers; (2) on award, the unsuccessful bidder or proposer with a direct economic interest in the outcome of their protest.

Local Business shall mean a business that has a principal business office, or a satellite office with at least one full-time employee, that is located within OC San service area.

Local Preference shall mean a preference for a Local Business over a business that is not a Local Business.

Mailing means transmission by United States Postal Service, electronic mail, or facsimile.

Negotiated Procurement means a selection process whereby the Purchasing Manager identifies one or more prospective Contractors of his or her choice, negotiates with one or more of them, and awards the Contract to one of them based on the best interest of OC San.

Notice Inviting Bids means all documents, whether attached or incorporated by reference, utilized for soliciting bids.

OC San means the Orange County Sanitation District.

OC San Board or Board means the Board of Directors of the Orange County Sanitation District.

OC San Official means any member of OC San's Board of Directors, any OC San employee, and any OC San consultant that is designated under OC San's Conflict of Interest Code.

Procurement means buying, purchasing, renting, leasing, or otherwise acquiring any goods, services, construction, construction services, or professional services, including professional design services. It also includes all functions that pertain to the obtaining of any goods, services, or construction, including description of requirements, election and solicitation of sources, preparation and award of contract, and all phases of

contract administration.

Professional Services means (i) services provided by professionals that involve specialized judgment, skill, and expertise, and (ii) incidental services that professionals, and those in their employ, may logically or justifiably perform. Professional Services include, but are not limited to, services provided by accounting, financial, information technology, human resources consultation and advocacy, legislative advocacy, and scientific research/consulting firms.

Professional Design and Related Services means architectural, landscape architectural, engineering, environmental, land surveying, construction project management, planning and other miscellaneous engineering related services retained by OC San in connection with, but not limited to, construction, alteration, and/or repair projects.

Public Works/Public Works Project means a project involving the construction, erection, or alteration of any type of structure, building, or improvement other than sewerage maintenance or repair projects.

Purchasing Manager means the manager responsible for OC San's Contracts, Purchasing and Materials Management, or his or her designee(s). Purchasing Manager designee means an employee residing under Contracts, Purchasing and Materials Management Division whose job duties include contracting and procurement execution and administration.

Renewal means a mechanism within an approved contract to provide the same goods/services for an additional period of time, at the specified price under the same terms and conditions. The number of renewals, the price, and any contingencies are approved at the time of award. Renewals may or may not increase the contract price. The contract price per term does not accumulate for purposes of approval thresholds. A Renewal may be exercised fewer times or for a shorter duration than the approved number or term, but any remaining time cannot be transferred to an additional renewal. Renewals cannot be added nor entered into for longer than the approved number or term at the time of award.

Request for Proposals means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Request for Qualifications means a request for detailed information concerning the qualifications of prospective Contractors.

Requisition means an approved written document making a request for Goods and Services in advance of initiating a procurement process as well as a later request to amend, change, renew, cancel, or extend time to a non-public works contract.

Responsible Bidder means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the requested services or project.

Responsive Bidder/Proposer means a bidder/proposer who has submitted a bid/proposal which conforms in all material respects to the Notice Inviting Bids/Invitation for Bids/Request for Proposals.

Services means the furnishing of materials, labor, time, or effort by a Contractor. Services include both general services janitorial, landscape, repair, maintenance, etc.) professional services, and professional design services, unless otherwise specified.

Sealed (Bids or Proposals) means the submittal of bids or proposals, either in paper or electronic format, whereby the bid or proposal documents are opened at a specific time and not before.

Sole Source Procurement means the acquisition of Goods and/or Services from a single source.

Solicitation Protest Statement shall mean a written objection during the solicitation phase of the procurement, which shall be submitted prior to the bid/proposal due date as specified herein.

Standing Committee means one of the permanent committees designated by the Board of Directors as "Standing Committees."

Task Order means a written document pursuant to a Contract issued by the Purchasing Manager which provides for the issuance of orders, containing a defined budget, scope of services, and schedule, and authorizes a Contractor to incur a specified amount for the performance of tasks.

Time Extension means an increase to the period of performance specified by the original contract only, as may be amended.

ARTICLE 10. MISCELLANEOUS

Section 10.01. Noncompliance

Any Contract entered into which fails in any respect to comply with the provisions of this Ordinance may be voided by the Board of Directors in its sole and absolute discretion. Any employee who willfully and knowingly violates any provision of this Ordinance may be subject to disciplinary action.

Section 10.02. Effective Date

This Ordinance No. OC SAN-61 shall take effect August 25, 2023, upon adoption by the Board of Directors.

Section 10.03. Repeal of Ordinance No. OC SAN-56

Ordinance No. OC SAN-56, entitled "An Ordinance of the Board of Directors of the Orange County OC San Establishing Requirements and Procedures for the Purchase of Goods, Services, and Public Works Projects is hereby repealed in its entirety.

Section 10.04. Certification and Publication.

The Clerk of the Board shall certify to the adoption of this Ordinance and shall cause a summary to be published in a newspaper of general circulation within 15 days as required by law.

PASSED AND ADOPTED by a majority of the Board of Directors of the Orange County Sanitation District at a Regular Meeting held on July 26, 2023.

Chad P. Wanke
Chairman of the Board of Directors

ATTEST:

Kelly A. Lore, MMC
Clerk of the Board

APPROVED AS TO FORM:

Bradley R. Hogin
General Counsel



BOARD OF DIRECTORS

Agenda Report

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

File #: 2023-3124

Agenda Date: 7/26/2023

Agenda Item No: CS-1

FROM: Robert Thompson, General Manager

SUBJECT:

CONFERENCE WITH LABOR NEGOTIATORS - GOVERNMENT CODE SECTION 54957.6

RECOMMENDATION: Convene in Closed Session:

Agency Designated Representatives: General Manager Robert Thompson, Assistant General Manager Lorenzo Tyner, and Director of Human Resources Laura Maravilla.

Unrepresented Employees: Managers Group: Administration Manager, Engineering Manager, Environmental Protection Manager, Finance and Procurement Manager, Human Resources Manager, Information Technology Manager, Maintenance Manager, Operations Manager, and Safety and Health Manager.

BACKGROUND

During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chairperson may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters.

Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information

RELEVANT STANDARDS

- Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Memorandum from General Counsel

WOODRUFF

Woodruff & Smart
A Professional Corporation

MEMORANDUM

TO: Hon. Chair and Members of the Orange County Sanitation District Board of Directors

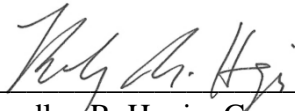
FROM: Bradley R. Hogin, Esq.
General Counsel

DATE: July 18, 2023

RE: Closed Session Items

The Board of Directors will hold a closed session on July 26, 2023 for the purpose of conferring with its labor negotiators to discuss negotiations with the Managers Group. The Agency Designated Representatives are Robert Thompson, Lorenzo Tyner, and Laura Maravilla. The closed session will be held pursuant to authority of California Government Code Section 54957.6.

Respectfully submitted,

By  _____
Bradley R. Hogin, General Counsel



BOARD OF DIRECTORS

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

Agenda Report

File #: 2023-3125

Agenda Date: 7/26/2023

Agenda Item No: CS-2

FROM: Robert Thompson, General Manager

SUBJECT:

CONFERENCE WITH LEGAL COUNSEL RE ANTICIPATED LITIGATION - GOVERNMENT CODE SECTION 54956.9(D)(2)

RECOMMENDATION: Convene in Closed Session:

Number of Potential Cases: 1

Claim received from Panish Shea Boyl Ravipudi LLP for Alexa Araiza, a Minor, by and through her Guardian Wendy Araiza arising out of an automobile accident that occurred on December 6, 2022 at Westminster Boulevard and Hammond Place in the City of Westminster.

BACKGROUND

During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chairperson may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters.

Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

RELEVANT STANDARDS

- Government Code Sections 54956.8, 54956.9, 54957, or 54957.6, as noted

ATTACHMENT

The following attachment(s) are included in hard copy and may also be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Memorandum from General Counsel

WOODRUFF

Woodruff & Smart
A Professional Corporation

MEMORANDUM

TO: Hon. Chair and Members of the Orange County Sanitation District Board of Directors

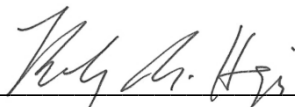
FROM: Bradley R. Hogin, Esq.
General Counsel

DATE: July 18, 2023

RE: Closed Session Items

The Board of Directors desires to hold a closed session on July 26, 2023 for the purpose of conferring with its legal counsel regarding anticipated litigation. Existing facts and circumstances reflect a significant exposure to litigation against the OC Sanitation District. The facts and circumstances are as follows: On June 22, 2023, the OC Sanitation District received a claim for money or damages from Alexa Araiza. The claim arises out of an automobile accident that occurred on December 6, 2022 at the intersection of Westminster Boulevard and Hammond Place in the City of Westminster. The claim alleges that the claimant was a passenger in a vehicle that “collided with a sewage construction site.” The closed session will be held pursuant to the authority of California Government Code Section 54956.9(d)(2).

Respectfully submitted,

By 
Bradley R. Hogin, General Counsel



BOARD OF DIRECTORS

Agenda Report

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

File #: 2023-3126

Agenda Date: 7/26/2023

Agenda Item No: CS-3

FROM: Laura Maravilla, Director of Human Resources

SUBJECT:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION 54957(B)(1)

RECOMMENDATION: Convene in Closed Session:

Public Employee Performance Evaluation

Number of Employees: 1

- General Manager

BACKGROUND

During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chairperson may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters.

Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

RELEVANT STANDARDS

- Government Code Sections 54956.8, 54956.9, 54957, or 54957.6, as noted

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Memorandum from General Counsel

WOODRUFF

Woodruff & Smart
A Professional Corporation

MEMORANDUM

TO: Hon. Chair and Members of the Orange County Sanitation District Board of Directors

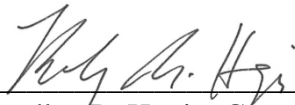
FROM: Bradley R. Hogin, Esq.
General Counsel

DATE: July 18, 2023

RE: Closed Session Items

The Board of Directors desires to hold a closed session on July 26, 2023 for the purpose of conferring for the evaluation of the District's General Manager. Said closed session will be held pursuant to authority of California Government Code Section 54957(b)(1).

Respectfully submitted,

By 
Bradley R. Hogin, General Counsel

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.

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

PERFLUOROCTANESULFONIC 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.