



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

Governor Newsom signed Assembly Bill (AB) 361 on September 16, 2021, which, in part, addresses the conduct of public meetings in light of the continued State of Emergency order.

Effective October 1, 2021, AB 361 suspends the requirements located in California Government Code, Section 54953, Subdivision (b), Paragraph (3) specifically pertaining to the conduct of public meetings. As such, the Orange County Sanitation District (OC San) Board of Directors has determined that due to the size of OC San's Board of Directors (25), and the health and safety of the members, the Board of Directors will be participating in meetings of the Board telephonically and via Internet accessibility.

### **PUBLIC PARTICIPATION**

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

#### **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: 155 254 382#

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.**

## **VIEW THE MEETING ONLINE ONLY**

The meeting will be available for online viewing only at:

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

## **HOW TO SUBMIT A COMMENT**

You may provide verbal comment in real time during the meeting. In order to provide a verbal comment, please raise your hand as described above or alert the Clerk of the Board before or during the public comment period.

You may also 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](mailto: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.

## **TECHNICAL SUPPORT PRIOR TO AND DURING MEETINGS**

For technical assistance before and during the meeting, please call 714-593-7431. For any other questions and/or concerns, please contact the Clerk of the Board's office at 714-593-7433. Thank you, in advance, for your patience in working with these technologies. We appreciate your interest in OC San!

August 31, 2022

**NOTICE OF REGULAR MEETING**

**OPERATIONS COMMITTEE  
ORANGE COUNTY SANITATION DISTRICT**

**Wednesday, September 7, 2022 – 5:00 P.M.**

**ACCESSIBILITY FOR THE GENERAL PUBLIC**

**Your participation is always welcome. Specific information as to how to participate in this meeting is detailed in the Special Notice attached to this agenda. In general, OC San offers several ways in which to interact during meetings: you may 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 Operations Committee of the Orange County Sanitation District will be held at the above location and in the manner indicated on Wednesday, September 7, 2022 at 5:00 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

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

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

## ROLL CALL

### OPERATIONS COMMITTEE Engineering and Operations & Maintenance

Meeting Date: September 7, 2022

Time: 5:00 p.m.

Adjourn: \_\_\_\_\_

#### **COMMITTEE MEMBERS (14)**

Brooke Jones (Chair)	
Marshall Goodman (Vice-Chair)	
Stephen Faessel	
Johnathan Ryan Hernandez	
Steve Jones	
Sandra Massa-Lavitt	
Paulo Morales	
Kim Nichols	
Bob Ooten	
Jesus J. Silva	
Donald P. Wagner	
Chad Zimmerman	
Chad Wanke (Board Chair)	
Ryan Gallagher (Board Vice-Chair)	

#### **OTHERS**

Brad Hogin, General Counsel	

#### **STAFF**

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

**ORANGE COUNTY SANITATION DISTRICT**  
**BOARD OF DIRECTORS**  
**Complete Roster**

Effective 03/07/2022

<b>AGENCY/CITIES</b>	<b>ACTIVE DIRECTOR</b>	<b>ALTERNATE DIRECTOR</b>
Anaheim	Stephen Faessel	Gloria Ma'ae
Brea	Glenn Parker	Cecilia Hupp
Buena Park	Art Brown	Connor Traut
Cypress	Paulo Morales	Anne Hertz-Mallari
Fountain Valley	Patrick Harper	Ted Bui
Fullerton	Jesus J. Silva	Nick Dunlap
Garden Grove	Steve Jones	John O'Neill
Huntington Beach	Kim Carr	Dan Kalmick
Irvine	Anthony Kuo	Farrah N. Khan
La Habra	Rose Espinoza	Steve Simonian
La Palma	Marshall Goodman	Nitesh Patel
Los Alamitos	Ron Bates	NONE
Newport Beach	Brad Avery	Joy Brenner
Orange	Kim Nichols	Chip Monaco
Placentia	Chad Wanke	Ward Smith
Santa Ana	Johnathan Ryan Hernandez	Nelida Mendoza
Seal Beach	Sandra Massa-Lavitt	Schelly Sustarsic
Stanton	David Shawver	Carol Warren
Tustin	Ryan Gallagher	Austin Lumbard
Villa Park	Chad Zimmerman	Robert Collacott

**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	Brooke Jones	Ted Lindsey

**County Areas**

Board of Supervisors	Donald P. Wagner	Doug Chaffee
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**OPERATIONS COMMITTEE**  
**Regular Meeting Agenda**  
**Wednesday, September 7, 2022 - 5:00 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](http://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 AUDIO:** An audio 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](mailto:klore@ocsan.gov) at least 14 days before the meeting.

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

General Manager: Jim Herberg, [jherberg@ocsan.gov](mailto:jherberg@ocsan.gov) / (714) 593-7300  
Asst. General Manager: Lorenzo Tyner, [ltyner@ocsan.gov](mailto:ltyner@ocsan.gov) / (714) 593-7550  
Asst. General Manager: Rob Thompson, [rthompson@ocsan.gov](mailto:rthompson@ocsan.gov) / (714) 593-7310  
Director of Human Resources: Celia Chandler, [cchandler@ocsan.gov](mailto:cchandler@ocsan.gov) / (714) 593-7202  
Director of Engineering: Kathy Millea, [kmillea@ocsan.gov](mailto:kmillea@ocsan.gov) / (714) 593-7365  
Director of Environmental Services: Lan Wiborg, [lwiborg@ocsan.gov](mailto:lwiborg@ocsan.gov) / (714) 593-7450  
Director of Operations & Maintenance: Riaz Moinuddin, [rmoinuddin@ocsan.gov](mailto:rmoinuddin@ocsan.gov) / (714) 593-7269

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

Clerk of the Board

**PUBLIC COMMENTS:**

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*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.*

**REPORTS:**

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

**CONSENT CALENDAR:**

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

**1. APPROVAL OF MINUTES****[2022-2496](#)****RECOMMENDATION:**

Approve Minutes of the Regular Meeting of the Operations Committee held July 6, 2022.

**Originator:** Kelly Lore



**Attachments:** [Agenda Report](#)  
[07-06-2022 Operations Committee Minutes](#)

**2. EXTERIOR LIGHTING STUDY AT PLANT NO. 1 AND PLANT NO. 2 [2022-2501](#)**

**RECOMMENDATION:**

A. Approve a Professional Services Agreement with IDS Group, Inc. to provide engineering services for Exterior Lighting Study at Plant Nos. 1 and 2, Project No. PS21-01, for an amount not to exceed \$151,660; and

B. Approve a contingency of \$15,166 (10%).

**Originator:** Kathy Millea

**Attachments:** [Agenda Report](#)  
[PS21-01 PSA Agreement](#)

**3. WASTEHAULER STATION SAFETY AND SECURITY IMPROVEMENTS, PROJECT NO. FE20-01 [2022-2329](#)**

**RECOMMENDATION:** Recommend to the Board of Directors to:

A. Receive and file Bid Tabulation and Recommendation for Wastehauler Station Safety and Security Improvements, Project No. FE20-01;

B. Award a Construction Contract to LEED Electric, Inc. for Wastehauler Station Safety and Security Improvements, Project No. FE20-01, for a total amount not to exceed \$1,689,788; and

C. Approve a contingency of \$168,980 (10%).

**Originator:** Kathy Millea

**Attachments:** [Agenda Report](#)  
[FE20-01 Contract Agreement Package](#)

**4. ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT [2022-2472](#)**

**RECOMMENDATION:** Recommend to the Board of Directors to:

Receive and file the Engineering Program Contract Performance Report for the period ending June 30, 2022.

**Originator:** Kathy Millea

**Attachments:** [Agenda Report](#)  
[Engineering Program Contract Performance Report - Period Ending 6-30-2022](#)

5. **ANIONIC POLYMER SPECIFICATION NO. C-2021-1252BD** [2022-2462](#)  
**CONTINGENCY INCREASE**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a unit price contingency increase of 5% for a total annual contingency amount of 15% to the Anionic Polymer Specification No. C-2021-1253BD contract with Polydyne, Inc. for the term of November 1, 2022 through October 31, 2023; and
- B. Approve a unit price contingency increase of 5% for the remaining three, one-year renewal periods; for a total annual contingency amount of 15%.

**Originator:** Riaz Moinuddin

**Attachments:** [Agenda Report](#)

6. **COLLECTION SYSTEM CONDITION MONITORING SERVICE** [2022-2468](#)

RECOMMENDATION: Recommend to the Board of Directors to:

Approve a contingency increase of \$17,777 (10%) to an existing five-year Service and Monitoring Purchase Order Agreement (107432-OB) of \$177,778 with Hadronex, Inc. dba SmartCover Systems for field device communication and monitoring services, for a new total contingency of \$35,554 (20%).

**Originator:** Riaz Moinuddin

**Attachments:** [Agenda Report](#)

7. **PLANT NO. 1 ACTIVATED SLUDGE AERATION DIFFUSER** [2022-2469](#)  
**MEMBRANE REPLACEMENT REPAIR**

RECOMMENDATION:

- A. Approve a Purchase Order Contract to SS Mechanical Construction Corp. to provide Aeration Basin Disc Replacement, Specification No. S-2022-1334, for a total amount not to exceed \$171,930 for the period beginning October 1, 2022, through September 30, 2023, with four (4) one-year renewal options; and
- B. Approve an annual contingency of \$17,193 (10%).

**Originator:** Riaz Moinuddin

**Attachments:** [Agenda Report](#)

**8. QUARTERLY ODOR COMPLAINT REPORT [2022-2452](#)****RECOMMENDATION:**

Receive and file the Fiscal Year 2021-22 Fourth Quarter Odor Complaint Report.

**Originator:** Riaz Moinuddin

**Attachments:** [Agenda Report](#)  
[FY 2021-22 4th Qtr Odor Complaint Report](#)

**9. FLEET VEHICLE REPLACEMENT PURCHASE [2022-2481](#)****RECOMMENDATION:** Recommend to the Board of Directors to:

- A. Approve the purchase of replacement vehicles for OC San's fleet as originally approved in the adopted fiscal year 2022/23 budget in the amounts of:
- Three light-duty trucks - \$133,500
  - One step van - \$136,900
  - Two medium-duty utility trucks - \$225,000
- B. Approve the re-purchase of the remaining replacement vehicles for OC San's fleet as originally approved in the adopted fiscal year 2021/22 budget in the remaining amounts of:
- One medium-duty truck - \$67,500
  - One heavy-duty truck - \$260,000
  - Ten Hybrid SUVs (AWD) - \$357,400
  - Four light-duty trucks - \$150,000
- C. Delegate to the General Manager and Purchasing Manager the authority to purchase the above listed replacement vehicles, through cooperative contracts, at the not to exceed prices listed above, during the fiscal year.

**Originator:** Riaz Moinuddin

**Attachments:** [Agenda Report](#)

**NON-CONSENT:**

None.

**INFORMATION ITEMS:****10. OC SAN REGULATORY COMPLIANCE UPDATE [2022-2194](#)****RECOMMENDATION:**

Information Item.

**Originator:** Lan Wiborg

**Attachments:** [Agenda Report](#)  
[Presentation - Environmental Compliance Program](#)

**11. SUPERCRITICAL WATER OXIDATION RESEARCH PROJECT [2022-2483](#)**

RECOMMENDATION:

Information item.

**Originator:** Rob Thompson

**Attachments:** [Agenda Report](#)

**DEPARTMENT HEAD REPORTS:**

**CLOSED SESSION:**

None.

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

**BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:**

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

**ADJOURNMENT:**

Adjourn the Committee meeting until the Regular Meeting of the Operations Committee on October 5, 2022 at 5:00 p.m.



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2496

**Agenda Date:** 9/7/2022

**Agenda Item No:** 1.

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

**SUBJECT:**

**APPROVAL OF MINUTES**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION:

Approve Minutes of the Regular Meeting of the Operations Committee held July 6, 2022.

**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 21-04

**ATTACHMENT**

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

- Minutes of the Operations Committee meeting held July 6, 2022



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**CALL TO ORDER**

A regular meeting of the Operations Committee of the Orange County Sanitation District was called to order by Committee Chair Brooke Jones on Wednesday, July 6, 2022 at 5:00 p.m. in the Administration Building of the Orange County Sanitation District. Chair Jones stated that the meeting was being held telephonically and via Internet accessibility in accordance with new provisions in California Government Code Section 54953 and Resolution No. OC SAN 22-19, due to the continued State of Emergency Order. Chair Jones announced the teleconference meeting guidelines and Committee Vice-Chair Marshall Goodman led the flag salute.

**ROLL CALL AND DECLARATION OF QUORUM:**

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

- PRESENT:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Jesus Silva, Donald Wagner, Chad Wanke and Chad Zimmerman
- ABSENT:** Art Perry (Alternate)

**STAFF PRESENT:** Kelly Lore, Clerk of the Board, and Brian Engeln were present in the Board Room. Jim Herberg, General Manager; Rob Thompson, Assistant General Manager; Kathy Millea, Director of Engineering; Riaz Moinuddin, Director of Operations and Maintenance; Lan Wiborg, Director of Environmental Services; Jennifer Cabral; Jackie Castro; Tanya Chong; Raul Cuellar; Michael Dorman; Mark Kawamoto; Tina Knapp; Laura Maravilla; Tom Meregillano; Rob Michaels; Adam Nazaroff; Victoria Pilko; Wally Ritchie; Kevin Schuler; Shahrzad Namini; Thomas Vu; Eros Yong; and Ruth Zintzun were in attendance telephonically.

**OTHERS PRESENT:** Brad Hogin, General Counsel, was in attendance telephonically.

**PUBLIC COMMENTS:**

None.

**REPORTS:**

Chair Jones and General Manager Jim Herberg did not provide reports.

*Alternate Director Art Perry appeared to be having audio issues.*

**CONSENT CALENDAR:**

**1. APPROVAL OF MINUTES**

[2022-2404](#)

**Originator:** Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular Meeting of the Operations Committee held June 1, 2022.

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Jesus Silva, Donald Wagner, Chad Wanke and Chad Zimmerman

**NOES:** None

**ABSENT:** Art Perry (Alternate)

**ABSTENTIONS:** None

**2. REBUILD SHOP FUME EXTRACTOR INSTALLATION AT PLANT NO. 1, PROJECT NO. FE19-12**

[2021-1659](#)

**Originator:** Kathy Millea

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

- A. Receive and file Bid Tabulation and Recommendation for Rebuild Shop Fume Extractor Installation at Plant No. 1, Project No. FE19-12;
- B. Award a Construction Contract to RAN Enterprises, Inc. for Rebuild Shop Fume Extractor Installation at Plant No. 1, Project No. FE19-12, for an amount not to exceed \$217,000; and
- C. Approve a contingency of \$21,700 (10%).

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Jesus Silva, Donald Wagner, Chad Wanke and Chad Zimmerman

**NOES:** None

**ABSENT:** Art Perry (Alternate)

**ABSTENTIONS:** None

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**3. FAIRVIEW TRUNK SEWER REHABILITATION, PROJECT NO. 6-20** [2022-2142](#)

**Originator:** Kathy Millea

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

A. Approve a Professional Design Services Agreement with Dudek to provide engineering services for Fairview Trunk Rehabilitation, Project No. 6-20, for an amount not to exceed \$1,200,000; and

B. Approve a contingency of \$120,000 (10%).

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Jesus Silva, Donald Wagner, Chad Wanke and Chad Zimmerman

**NOES:** None

**ABSENT:** Art Perry (Alternate)

**ABSTENTIONS:** None

**4. SUPPORT BUILDINGS SEISMIC IMPROVEMENTS AT PLANT NO. 1, PROJECT NO. P1-137** [2022-2259](#)

**Originator:** Kathy Millea

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

A. Approve a Professional Design Services Agreement with Simpson Gumpertz & Heger Inc. to provide engineering services for Support Buildings Seismic Improvements at Plant No. 1, Project No. P1-137, for an amount not to exceed \$1,900,000; and

B. Approve a contingency of \$190,000 (10%).

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Jesus Silva, Donald Wagner, Chad Wanke and Chad Zimmerman

**NOES:** None

**ABSENT:** Art Perry (Alternate)

**ABSTENTIONS:** None

**5. PURCHASE OF SODIUM HYPOCHLORITE (BLEACH SOLUTION) FOR ODOR CONTROL AND PLANT WATER DISINFECTION IN THE TREATMENT PLANTS** [2022-2399](#)

**Originator:** Riaz Moinuddin



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

Approve a Purchase Order Contract to Olin Corporation for the purchase of bulk Sodium Hypochlorite (Bleach Solution), for the period of September 1, 2022 through November 30, 2022, for a unit price of \$1.769/gallon, delivered, plus applicable sales and excise tax, for a total estimated amount of \$330,000.

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Jesus Silva, Donald Wagner, Chad Wanke and Chad Zimmerman

**NOES:** None

**ABSENT:** Art Perry (Alternate)

**ABSTENTIONS:** None

**NON-CONSENT:**

**6. ACTIVATED SLUDGE CLARIFIER REPAIRS AT PLANT NO. 2, [2022-2263](#)  
PROJECT NO. FR2-0018R**

**Originator:** Kathy Millea

Engineering Manager Eros Yong provided a brief PowerPoint presentation regarding the Activated Sludge Clarifier Repairs Project at Plant No. 2 which included an overview of the project location and mechanisms, the bid results, and recommendation.

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

- A. Receive and file Bid Tabulation and Recommendation for Activated Sludge Clarifier Repairs at Plant No. 2, Project No. FR2-0018R;
- B. Award a Construction Contract to Garney Pacific, Inc. for Activated Sludge Clarifier Repairs at Plant No. 2, Project No. FR2-0018R for an amount of \$5,091,686; and
- C. Approve a contingency of \$509,169 (10%).

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Jesus Silva, Donald Wagner, Chad Wanke and Chad Zimmerman

**NOES:** None

**ABSENT:** Art Perry (Alternate)

**ABSTENTIONS:** None

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7. **BIOSOLIDS MANAGEMENT CONTRACT AWARD RECOMMENDATION - TULE RANCH** [2022-2402](#)

**Originator:** Lan Wiborg

Director of Environmental Services Lan Wiborg provided an update and displayed a map of the area regarding the biosolids management contract award recommendation for Tule Ranch.

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

- A. Award a contract to Tule Ranch to manage the Orange County Sanitation District's biosolids from Reclamation Plant No. 1 and Treatment Plant No. 2 for land application and/or landfill disposal (Specification No. S-2022-1296BD), for the period commencing on November 1, 2022 through October 31, 2027, at the unit price of \$64.00 per ton for land application, plus a monthly fuel surcharge, and annual CPI (consumer price index) adjustment for a total annual amount not to exceed \$8,520,687;
- B. Approve five one-year renewal options for a total annual amount not to exceed \$8,520,687;
- C. Approve an annual 10% contingency of \$852,069; and
- D. Approve the addition of this new contract to the Biosolids Account Pool effective November 1, 2022.

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Jesus Silva, Donald Wagner, Chad Wanke and Chad Zimmerman

**NOES:** None

**ABSENT:** Art Perry (Alternate)

**ABSTENTIONS:** None

8. **ENGINE AND GENERATOR OVERHAULS AT PLANT NO. 1 AND 2, PROJECT NO. J-135B** [2022-2264](#)

**Originator:** Kathy Millea

Assistant General Manager Rob Thompson provided a PowerPoint presentation regarding the engine and generator overhaul project at Plant Nos. 1 and 2 which included an overview of the Central Generation facilities, the failure of the previous overhaul, as well as the failures regarding machining/lubrication; and an overview of the Engine 1 rebuild at Plant No. 1.

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

A. Award a Sole Source Service Contract to Cooper Machinery Services LLC for Engine and Generator Overhauls at Plant No. 1 and 2, Project No. J-135B, for a total amount not to exceed \$29,361,029; and

B. Approve a contingency of \$2,936,103 (10%).

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Jesus Silva, Donald Wagner, Chad Wanke and Chad Zimmerman

**NOES:** None

**ABSENT:** Art Perry (Alternate)

**ABSTENTIONS:** None

### **INFORMATION ITEMS:**

9. **ENVIRONMENTAL SERVICES: RESOURCE PROTECTION - [2022-2192](#)  
PROTECTING WATER, BIOSOLIDS, AND GAS FOR REUSE**

**Originator:** Lan Wiborg

Environmental Protection Manager Mark Kawamoto provided a PowerPoint presentation regarding the Resource Protection Division which included an overview of the Environmental Services department, the pretreatment program area, reuse initiatives, efforts for limiting pollutants, the regulatory authorities, permitting, reporting, monitoring and inspections, the investigation and enforcement process, key external collaborators, the 2021 NPDES permit requirements, the data management and reporting system revamp, and talent recruitment and retention efforts.

ITEM RECEIVED AS AN:

Information Item.

10. **HEADQUARTERS COMPLEX AT PLANT NO. 1, PROJECT NO. [2022-2250](#)  
P1-128A - QUARTERLY UPDATE**

**Originator:** Kathy Millea

Director of Engineering Kathy Millea provided a PowerPoint presentation regarding the Headquarters Complex at Plant No. 1 project which included an overview of the site plan, the building layout, the structural steel and foundation, 3-D modeling, project updates, upcoming activities, and the live camera feed.

ITEM RECEIVED AS AN:

Information Item.

**DEPARTMENT HEAD REPORTS:**

Mr. Thompson provided a COVID-19 update and reported that over the past month, there were a total of 38 positive cases and a Cal/OSHA reportable COVID-19 outbreak with five positive cases within a 14-day period in the same work area.

Mr. Thompson reported on a recent barring failure of the trickling filters at Plant No. 2, stating that the filters are operating after repairs and that a request for the purchase of a second mechanism will be requested at the forthcoming Steering Committee.

**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 Jones declared the meeting adjourned at 6:03 p.m. to the next Regular Operations Committee meeting to be held on Wednesday, September 7, 2022 at 5:00 p.m.

Submitted by:

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Kelly A. Lore, MMC  
Clerk of the Board



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2501

**Agenda Date:** 9/7/2022

**Agenda Item No:** 2.

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

**SUBJECT:**

**EXTERIOR LIGHTING STUDY AT PLANT NO. 1 AND PLANT NO. 2**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION:

- A. Approve a Professional Services Agreement with IDS Group, Inc. to provide engineering services for Exterior Lighting Study at Plant Nos. 1 and 2, Project No. PS21-01, for an amount not to exceed \$151,660; and
- B. Approve a contingency of \$15,166 (10%).

**BACKGROUND**

Orange County Sanitation District (OC San) Treatment Plant No. 1 and Plant No. 2 contain exterior lighting for process facilities, non-process areas, and support facilities. In 2014, OC San contracted with Pinkerton Inc. to perform security and risk assessments at both plants. Pinkerton's report highlighted significant lighting issues at both plants. In 2019, OC San contracted with LP Executive Consulting to perform a two-night lighting survey. This survey identified areas with light levels below code required minimum illumination, which would need additional assessment to address.

Some of the reasons for the exterior lighting deficiencies are:

- Older areas where coordinated and standardized lighting was not a part of the original design
- Removal of existing lighting fixtures due to demolition of abandoned structures
- Exterior lighting fixtures being turned off due to local community impacts

**RELEVANT STANDARDS**

- Operate and maintain facilities to minimize impacts on surrounding communities, including odor, noise, and lighting
- Commitment to safety & reducing risk in all operations
- Provide a safe and collegial workplace

**PROBLEM**

Insufficient exterior lighting prevents Operations from accessing process areas safely and efficiently during night shifts. It also impacts Maintenance’s ability to access or assess areas during unplanned maintenance events. OC San Engineering’s lighting standard specifications require an update. An uncoordinated lighting plan for each plant can result in both light pollution to neighboring communities and also lead to “security blind spots” around the plant perimeter.

**PROPOSED SOLUTION**

Approve a professional services agreement for Exterior Lighting Study at Plant No. 1 and Plant No. 2, Project No. PS21-01. This project will identify and document exterior lighting deficiencies at both plants, recommend coordinated lighting improvements, provide new engineering standards, and develop an exterior lighting control philosophy to minimize impact of light trespass on neighbors.

**TIMING CONCERNS**

This study will provide a roadmap so lighting improvements and updated standards can be incorporated into existing and future CIP projects. A delay will not allow this planned incorporation.

**RAMIFICATIONS OF NOT TAKING ACTION**

OC San will implement piecemealed small projects to design lighting improvements at both plants. Existing and future CIP projects will have lighting designs that will not be a part of a coordinated plan with updated standards. Light pollution issues towards neighboring communities will not improve.

**PRIOR COMMITTEE/BOARD ACTIONS**

N/A

**ADDITIONAL INFORMATION**

Consultant Selection:

OC San requested and advertised for proposals for Exterior Lighting Study at Plant No. 1 and Plant No. 2, Project No. PS21-01., on March 21, 2022. The following evaluation criteria were described in the Request for Proposals (RFP) and used to determine the most qualified Consultant.

<b>CRITERION</b>	<b>WEIGHT</b>
Project Understanding and Approach	30%
Related Project Experience	35%
Project Team and Staff Qualifications	35%

One proposal was received on May 9, 2022 and evaluated in accordance with the evaluation process set forth in OC San’s Purchasing Ordinance by a pre-selected Evaluation Team consisting of the following OC San staff: Engineering Supervisor, Senior Engineer, and Security/Emergency Planning

Specialist. The Evaluation Team also included one non-voting representative from the Contracts Administration Division and one non-voting technical advisor from OC San staff.

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

	Firm	Project Understanding and Approach (Max. 30 Points)	Related Project Experience (Max. 35 Points)	Project Team and Staff Qualifications (Max. 35 Points)	Total Score (Max. 100 Points)
1	IDS Group, Inc.	20	23	25	68

IDS Group, Inc. was invited to an interview for the Evaluation Team to fully evaluate IDS Group, Inc.’s ability to complete the project successfully and to better evaluate the proposed team. An interview was conducted on June 14, 2022. Subsequently, the Evaluation Team determined the proposer to be qualified to perform the work based on both the written proposal and the interview.

	Firm	Project Understanding and Approach (Max. 30 Points)	Related Project Experience (Max. 35 Points)	Project Team and Staff Qualifications (Max. 35 Points)	Total Score (Max. 100 Points)
1	IDS Group, Inc.	24	29	28	81

The proposer, IDS Group, Inc., demonstrated an understanding of the Scope of Work by highlighting their experience on commercial and light industrial projects, improving site and security lighting, updating lighting design guidelines, and field data collection. They suggested developing 3D models within lighting analysis software to better represent lighting levels and implementing lessons learned from recent security improvement projects at critical facilities.

Review of Fee Proposal and Negotiations:

The proposal was accompanied by a sealed fee proposal. In accordance with the Purchasing Ordinance, the fee proposal was opened after approval by the Director of Engineering of the Evaluation Committee’s recommendation.

Staff conducted negotiations with IDS Group, Inc. on July 13, 2022. Discussions covered scope of work, project tasks and durations, schedule, Consultant’s proposed approach, and level of effort to prepare all deliverables. IDS Group, Inc. did not take any exceptions to the scope of work. The negotiations resulted in revised labor hours to reflect the level of effort needed to complete the scope of work. The table below summarizes the revised level of effort.

	Original Fee Proposal	Negotiated Fee
Total Hours	1,132	1,166
Total Fee	\$147,335	\$151,660

The negotiated fee increased the overall level of effort for the project primarily due to the following factors:

- IDS Group, Inc. included additional hours to present and lead workshops/meetings with OC San Operations, Maintenance, Engineering, and Risk Management in Task 1. IDS Group, Inc. will conduct dedicated meetings for each Plant to develop lighting criterion.
- IDS Group, Inc. increased hours to perform site visits to identify the lighting deficiencies in Task 2. The assumption is that IDS Group, Inc. will conduct additional site visits after the preliminary site visits to validate the field data.
- IDS Group, Inc. increased the hours of the QA/QC manager in Task 5 to review each of the deliverables listed in the scope of work.

The Consultant's fringe and overhead costs, which factor into the billing rate, have been substantiated. The contract profit is 10%, which is based on an established formula based on OC San's standard design agreements. Staff is requesting a 10% contingency to address revisions as the project progress through preliminary and final design.

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

## **CEQA**

The project is exempt from CEQA under the statutory exemptions set forth in CEQA Guidelines Section 15262. A Notice of Exemption will be filed with the OC Clerk-Recorder after OC San's Board of Directors approval of the Professional Services Agreement.

## **FINANCIAL CONSIDERATIONS**

This request complies with authority levels of OC San's Purchasing Ordinance. Budget for the project, PS21-01, Exterior Lighting Study at Plant Nos. 1 and 2, is included in the Master Planning Studies budget for Fiscal Years 2022-23 and 2023-24. (Line item: Section 8, Page 51).

## **ATTACHMENT**

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

- Professional Services Agreement

AN:iw:sa



## **PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT, (hereinafter referred to as "Agreement"), is made and entered into to be effective the 7<sup>th</sup> day of September 2022, by and between the ORANGE COUNTY SANITATION DISTRICT, (hereinafter referred to as "OC SAN"), and IDS GROUP, INC., (hereinafter referred to as "CONSULTANT"). OC SAN and CONSULTANT are referred to herein collectively as the "Parties" or individually as a "Party."

### **WITNESSETH:**

WHEREAS, OC SAN desires to engage CONSULTANT for Project No. PS21-01, Exterior Lighting Study at Plant Nos. 1 and 2 to provide professional services to identify exterior lighting deficiencies, measure and document existing exterior lighting levels at both plants, and recommend lighting improvements; and

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

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

WHEREAS, at its regular meeting on September 7, 2022, the Operations Committee of OC SAN approved this Agreement.

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

### **1. SCOPE OF WORK**

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

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

writing, as to why the comment(s) has/have not been incorporated. CONSULTANT shall ensure that each submittal is 100% accurate for the level of work submitted (i.e., correct references, terms, capitalization, or equal status, spelling, punctuation, etc.)

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

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

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

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

## **2. COMPENSATION**

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

### **A. Total Compensation**

Total compensation shall be in an amount not to exceed One Hundred Fifty-one Thousand, Six Hundred Sixty Dollars (\$151,660). Total compensation to CONSULTANT including burdened labor (salaries plus benefits), overhead, profit, direct costs, and Subconsultant(s) fees and costs shall not exceed the sum set forth in Attachment "E" - Fee Proposal.

B. Labor

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

C. Overhead

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

D. Profit

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

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

E. Subconsultants

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

For any Subconsultant whose fees for services are less than \$100,000, CONSULTANT may pay to Subconsultant total compensation on an hourly-rate basis per Attachment "K" – Minor Subconsultant Hourly Rate Schedule and as specified in the Scope of Work. OC SAN shall pay to CONSULTANT the actual costs of Subconsultant fees and charges in an amount not to exceed the sum set forth in Attachment "E" - Fee Proposal.

F. Direct Costs

OC SAN shall pay to CONSULTANT and Subconsultants the actual costs of permits and associated fees, travel and licenses for an amount not to exceed the

sum set forth in Attachment “E” - Fee Proposal. OC SAN shall also pay to CONSULTANT actual costs for equipment rentals, leases or purchases with prior approval of OC SAN. Upon request, CONSULTANT shall provide to OC SAN receipts and other documentary records to support CONSULTANT’s request for reimbursement of these amounts, see Attachment “D” - Allowable Direct Costs. All incidental expenses shall be included in overhead pursuant to Section 2 - COMPENSATION above.

G. Other Direct Costs

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

H. Reimbursable Direct Costs

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

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

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

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

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

Lodging – Overnight stays will not be approved by OC SAN for local travel. However, under certain circumstances overnight stay may be allowed at the discretion of OC SAN based on reasonableness of meeting schedules and the

amount of time required for travel by the CONSULTANT. Such determination will be made on a case-by-case basis and at the discretion of OC SAN.

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

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

I. Limitation of Costs

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

**3. REALLOCATION OF TOTAL COMPENSATION**

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

**4. PAYMENT**

- A. Monthly Invoice: CONSULTANT shall include in its monthly invoice, a detailed breakdown of costs associated with the performance of any corrections or revisions of the work for that invoicing period, in a format acceptable to OC SAN. CONSULTANT shall warrant and certify the accuracy of these costs and provide all support documentation required by OC SAN. CONSULTANT understands that submitted costs are subject to Section 12 Audit Provisions.
- B. CONSULTANT will submit monthly statements covering services and/or work performed for payment for those items included in Section 2 hereof no later than the second Wednesday of the following month and in the format required by OC SAN. The format must include, as a minimum: 1) current billing period invoicing, 2) current billing period “total percent invoiced to date”, 3) future activities, 4) previous billing period “total invoiced to date”, 5) potential items that are not included in the Scope of Work, 6) concerns and possible delays, 7) percentage of completion to date, and 8) budget status and amount remaining. Such requests shall be accompanied by such supporting data as may be required by OC SAN.

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

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

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

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

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

A CONSULTANT or Subconsultant shall be deemed to have submitted a false claim when the CONSULTANT or Subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of OC SAN a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by

OC SAN; (c) conspires to defraud OC SAN by getting a false claim allowed or paid by OC SAN; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to OC SAN; or (e) is a beneficiary of an inadvertent submission of a false claim to OC SAN, and fails to disclose the false claim to OC SAN within a reasonable time after discovery of the false claim.

## **5. PREVAILING WAGES**

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

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

- A. To the extent CONSULTANT's employees and/or Subconsultants who will perform work during the design and preconstruction phases of a construction contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, CONSULTANT and Subconsultants shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
- B. The CONSULTANT and Subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- C. Pursuant to Labor Code Section 1776, the CONSULTANT and Subconsultants shall furnish a copy of all certified payroll records to OC SAN and/or general public upon request, provided the public request is made through OC SAN, the Division of Apprenticeship Standards or the Division of Labor Enforcement of the Department of Industrial Relations.
- D. The CONSULTANT and Subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations Section 16461(e).

## **7. DOCUMENT OWNERSHIP – CONSULTANT PERFORMANCE**

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

All documents in all forms (electronic, paper, etc.), including, but not limited to, studies, sketches, drawings, computer printouts, disk files, and electronic copies prepared in connection with or related to the Scope of Work or professional services, shall be the property of OC SAN. OC SAN's ownership of these

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

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

## **8. INSURANCE**

### **A. General**

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

### **B. General Liability**

The CONSULTANT shall maintain during the life of this Agreement, including the period of warranty, commercial general liability insurance written on an occurrence basis providing the following minimum limits of liability coverage: One Million Dollars (\$1,000,000) per occurrence with Two Million Dollars (\$2,000,000) aggregate. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or 25 04), then the aggregate limit may be equivalent to the per occurrence limit. Said insurance shall include coverage for the following hazards: premises-operations, blanket contractual liability (for this Agreement), products liability/completed operations (including any product manufactured or assembled), broad form property damage, blanket contractual liability, independent contractors liability, personal and advertising injury, mobile



equipment, owners and contractors protective liability, and cross liability and severability of interest clauses. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement(s). If requested by OC SAN and applicable, XCU coverage (Explosion, Collapse and Underground) and Riggers/On Hook Liability must be included in the general liability policy and coverage must be reflected on the submitted certificate of insurance. Where permitted by law, CONSULTANT hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OC SAN, its or their officers, agents, or employees, and any other consultant, contractor, or subcontractor performing work or rendering services on behalf of OC SAN in connection with the planning, development, and construction of the project. In all its insurance coverages related to the work, CONSULTANT shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OC SAN, its or their officers, agents, or employees, or any other consultant, contractor, or subcontractor performing work or rendering services at the project. Where permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its Subconsultants of every tier. A waiver of subrogation shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

C. Umbrella Excess Liability

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

D. Automobile/Vehicle Liability Insurance

The CONSULTANT shall maintain a policy of automobile liability insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limit of liability coverage: combined single limit of 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 CONSULTANT in the amount of One Million Dollars (\$1,000,000) in a form acceptable by OC SAN.

F. Workers' Compensation Insurance

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

G. Errors and Omissions/Professional Liability

CONSULTANT shall maintain in full force and effect, throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than One Million Dollars (\$1,000,000) with limits in accordance with the provisions of this paragraph. If the policy of insurance is written on a "claims made" basis, said policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of five (5) years from the date of the completion of the services hereunder.

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

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

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

H. Proof of Coverage

The CONSULTANT shall furnish OC SAN with original certificates and amendatory endorsements effecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and

endorsements are to be received and approved by OC SAN before work commences. OC SAN reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required. The following are approved forms that must be submitted as proof of coverage:

- Certificate of Insurance ACORD Form 25 or other equivalent certificate of insurance form
  - Additional Insurance (General Liability) The combination of (ISO Forms) CG 20 10 and CG 20 37
- All other additional insured endorsements must be submitted for approval by OC SAN, and OC SAN may reject alternatives that provide different or less coverage to OC SAN.
- Additional Insured (Automobile Liability) Submit endorsement provided by carrier for OC SAN approval.
  - Waiver of Subrogation Submit workers' compensation waiver of subrogation endorsement provided by carrier for OC SAN approval.
  - Cancellation Notice No endorsement is required. However, CONSULTANT is responsible for notifying OC SAN of any pending or actual insurance policy cancellation, as described in Article I. Cancellation and Policy Change Notice, below.

I. Cancellation and Policy Change Notice

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

Said notices shall be mailed to OC SAN at:

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

J. Primary Insurance

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

K. Separation of Insured

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

L. Non-Limiting (if applicable)

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

M. Deductibles and Self-Insured Retentions

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

N. Defense Costs

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

O. Subconsultants

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

P. Limits Are Minimums

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

**9. SCOPE CHANGES**

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

**10. PROJECT TEAM AND SUBCONSULTANTS**

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

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

**11. ENGINEERING REGISTRATION**

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

**12. AUDIT PROVISIONS.**

- A. OC SAN retains the reasonable right to access, review, examine, and audit, any and all books, records, documents, and any other evidence of procedures and practices that OC SAN determines are necessary to discover and verify that the CONSULTANT is in compliance with all requirements under this Agreement. The CONSULTANT shall include OC SAN's right as described above, in any and all of their subcontracts, and shall ensure that these rights are binding upon all Subconsultants.
- B. OC SAN retains the right to examine CONSULTANT's books, records, documents and any other evidence of procedures and practices that OC SAN determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred or to ensure CONSULTANT's compliance with all requirements under this Agreement during the term of this Agreement and for a period of three (3) years after its termination.

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

### **13. LEGAL RELATIONSHIP BETWEEN PARTIES**

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

### **14. NOTICES**

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

ORANGE COUNTY SANITATION DISTRICT  
10844 Ellis Avenue  
Fountain Valley, CA 92708-7018  
Attention: Clarice Marcin  
Copy: Abey Mathews, Managing Project Engineer

CONSULTANT:

IDS Group, Inc.  
Said Hilmy, PhD, PE, SE, LEED AP  
1 Peters Canyon Road, Suite 130  
Irvine, CA 92606

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

## **15. TERMINATION**

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

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

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

## **16. DOCUMENTS AND STUDY MATERIALS**

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

## **17. COMPLIANCE**

### **A. Labor**

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

### **B. Air Pollution**

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

### **C. Iran Contracting Act**

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

## **18. AGREEMENT EXECUTION AUTHORIZATION**

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

## **19. DISPUTE RESOLUTION**

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

## **20. ATTORNEY'S FEES, COSTS AND NECESSARY DISBURSEMENTS**

If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

## **21. WARRANTY**

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

## **22. INDEMNIFICATION**

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

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

(B) a natural disaster or other act of God, such as an earthquake; or

(C) the independent action of a third party who is neither one of the Indemnified Parties nor the CONSULTANT, nor its principal, officer, agent, employee, nor



CONSULTANT's supplier, CONSULTANT, Subconsultant, subcontractor, nor anyone employed directly or indirectly by any of them.

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

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

### **23. DUTY TO DEFEND**

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

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

### **24. COMPLIANCE WITH OC SAN POLICIES AND PROCEDURES**

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

### **25. CLOSEOUT**

When OC SAN determines that all work authorized under the Agreement is fully complete and that OC SAN requires no further work from CONSULTANT, or the

Agreement is otherwise terminated or expires in accordance with the terms of the Agreement, OC SAN shall give the CONSULTANT written notice that the Agreement will be closed out. CONSULTANT shall submit all outstanding billings, work submittals, deliverables, reports or similarly related documents as required under the Agreement within thirty (30) days of receipt of notice of Agreement closeout.

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

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

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

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

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

## **26. ENTIRE AGREEMENT**

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

[Intentionally left blank. Signatures follow on the next page.]

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

**CONSULTANT: IDS GROUP, INC.**

By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

**ORANGE COUNTY SANITATION DISTRICT**

By \_\_\_\_\_ Date \_\_\_\_\_  
Brooke Jones  
Chair, Operations Committee

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

By \_\_\_\_\_ Date \_\_\_\_\_  
Ruth Zintzun  
Purchasing & Contracts Manager

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

CMM

# **ATTACHMENT “A”**

## **SCOPE OF WORK**

**ATTACHMENT "A"**

**SCOPE OF WORK**

**Exterior Lighting Study at Plant Nos. 1 and 2**  
**Project No. PS21-01**

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## **I. SUMMARY**

This Scope of Work requests engineering services to perform detailed exterior lighting study at both plants, provide recommendations to comply with Operations and Security lighting criterion, and develop lighting control philosophy to minimize impact on neighbors.

## **II. BACKGROUND, GENERAL PROJECT DESCRIPTION, AND OBJECTIVES**

### **BACKGROUND**

Orange County Sanitation District (OC SAN) Treatment Plant No. 1 and No. 2 are in Fountain Valley and Huntington Beach, CA respectively. Both plants consist of exterior lighting for process, non-process, administrative and support facilities, vehicular and pedestrian access areas.

In 2014 OC SAN contracted with Pinkerton to perform security and risk assessments at both plants. Pinkerton's report highlighted significant lighting issues at both plants.

In 2019 OC SAN contracted with LP Executive Consulting to a perform lighting survey and assessment. Their report highlighted areas with light levels below code required minimum illumination range and provided recommendations to rectify this issue.

### **GENERAL PROJECT DESCRIPTION**

The goal of the study is to identify exterior lighting deficiencies, measure and document existing exterior lighting levels at both plants, and recommend lighting improvements. The study will develop exterior lighting control philosophy to minimize impact of light trespass on neighbors.

All project information developed shall be assembled into the preliminary and final reports.

### **PROJECT OBJECTIVES**

- Document existing lighting conditions and deficiencies to create a baseline document
- Provide recommendations to improve existing exterior lighting conditions at both plants
- Prepare conceptual lighting design plans supported by cost estimate and lighting calculations
- Develop exterior lighting control philosophy to minimize impacts of light trespass on neighbors and comply with local lighting ordinances

### III. PROJECT SCHEDULE

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

**Table 1 – Project Milestones and Deadlines**

MILESTONE	DEADLINE
Kickoff Meeting	The kickoff meeting will be scheduled to coincide with the Project Notice to Proceed (NTP)
Submit TASK 1 Deliverable Site survey/field investigation Workplan	20 workdays from the Project NTP
OC SAN Completes Review	10 workdays from Task 1 Submittal
Submit TASK 2 Deliverable List of areas with insufficient lighting and drawing markups	30 workdays from completion of OC SAN Task 1 Review
OC SAN Completes Review	15 workdays from Task 2 Submittal
Submit TASK 3 Deliverable Exterior Lighting Recommendations	60 workdays from completion of OC SAN Task 2 Review
OC SAN Completes Review	15 workdays from Task 3 Submittal
Submit TASK 4 Deliverable Draft Planning Study Report	30 workdays from completion of OC SAN Task 2 Review
OC SAN Completes Review	15 workdays from Draft Planning Study Report Submittal
Submit TASK 4 Deliverable Final Planning Study Report	15 workdays from completion of OC SAN Task 2 Review
OC SAN Completes Review	10 workdays from Draft Planning Study Report Submittal

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

## IV. PROJECT EXECUTION

NOTE: All deliverables will be subject to the following process: CONSULTANT shall deliver the specified submittal as indicated in the Task description. The initial submittal will be considered a draft submittal. OC SAN will respond to submittals within the number of working days indicated in Table 1 of receipt of each submittal. CONSULTANT shall then respond to OC SAN's comments, if any, and either confirm there are no changes to the submittal or provide a final copy of the submittal. Deliverables described throughout this Scope of Work are reports of information to OC SAN to help facilitate the study process. They are not intended to be finished products, except for the Final Study Report, and specifically are not intended to disrupt the on-going flow of the planning study work.

### TASK 1 – EXISTING DOCUMENTATION AND WORKPLAN

- A. Review previous lighting studies (2014 and 2019) and aerial maps of both plants.
- B. Review OC SAN Engineering Design Guidelines (EDG). Determine the required lighting levels within the plant for process and support facilities and along the perimeter for security.
- C. Review the CEQA (California Environmental Quality Act) requirements for Plant Nos. 1 and 2. New recommended lighting fixtures shall comply with CEQA requirements. The CEQA states that “The project does not create a new source of substantial light or glare”.
- D. Arrange workshop/meetings with OC SAN Operations, Maintenance, Engineering, and Risk Management to develop lighting criterion based on lighting levels listed in EDG prior to site visits. The criterion includes the following:
  - a. Identify lighting requirements/levels for staff access (walkways and driveways)
  - b. Identify process areas that require access lighting versus task lighting (to read gauges/instruments at nighttime)
  - c. Identify along the perimeter of the plant that require additional lighting
  - d. Identify areas that require additional lighting controls (always on versus switched lighting). For example, exterior lighting at Plant 2 Headworks Odor Control Facility is always turned off due to complaints from neighbors and the facility lacks adequate lighting controls for multi-level switching.
- E. Complete night-time drone video of both plants to survey existing lighting conditions. Coordinate with OC San to schedule night-time drone flight with 2-week notice.



- F. Prepare a Workplan for site survey/field investigation to describe the following:
- a. Process to identify and document existing lighting deficiencies at both plants (such as clouding areas on existing plan drawings that are below a minimum lighting level)
  - b. Technology/tools to measure lighting levels
  - c. Identify coordination with OC SAN Operations and Maintenance
  - d. Duration/schedule for site survey/field investigation
  - e. Preliminary lighting criterion developed during workshops/meetings
  - f. Workplan will include the following exterior locations at both plants that can be accessed by Operations & Maintenance
    - i. All Process Areas, including stairs/landings/platforms
    - ii. All Occupied Buildings except Plant 1 Administration Building, Human Resources Building, Purchasing Building and Engineering Trailers
    - iii. Vehicular and Pedestrian Access Areas
    - iv. Plant Perimeter
  - g. At a minimum, the Workplan shall include the following areas with deficient lighting identified by Operations and Maintenance:
    - i. Plant 1:
      1. Aeration Basin
      2. Primary Clarifiers
    - ii. Plant 2:
      1. Sampler by the Trickling Filter
      2. South Scrubbers Complex
      3. Exterior of Screenings Building
      4. WSSPS-C
      5. PHYS Chemical Delivery
      6. North Scrubber Bleach Area
      7. North and west side of Boiler Building

8. Digester IJK Area
9. Primary Clarifier F
10. East Perimeter road (by 120-inch above ground pipeline)
11. Headworks Scrubber Area
12. SBF Blending Tanks area

Site survey/field investigation shall not proceed until Workplan has been reviewed and accepted by OC SAN.

**Deliverables:**

- Site survey/field investigation Workplan, draft and final
- Aerial site map of both plants from the night-time drone flights (including native files of videos and images)

## TASK 2 – SITE SURVEY

- A. Perform site visits at both plants during the evening to survey and identify areas with insufficient lighting levels for operational requirements. In addition, perform site survey along the plant perimeter to identify areas with insufficient lighting levels for security requirements. Measure and document existing lighting levels at these areas that are below the minimum design requirements. Identify lighting fixtures that are turned off.
- B. Field investigate/survey all exterior areas of both plants including the locations with low lighting levels identified in past lighting studies.
- C. Compare field findings with areas listed in Task 1 for lighting deficiencies.
- D. Submit list of areas and drawing markups showing areas where there is insufficient lighting to OC SAN for review and to finalize list of areas that need improvements.
- E. Planning study can exclude the following areas from site survey:
  - a. Plant 1
    - i. Scrubbers 9 & 10
    - ii. Boiler Area/Digester 8, 10, 11, 13 Corridor
    - iii. Thickening & Dewatering Facility
    - iv. Solids Storage and Truck Loading Facility
    - v. Project P1-105 – Headworks Rehabilitation at Plant 1
    - vi. Project J-124 – Digester Gas Facilities Replacement
    - vii. Project P1-126 – Primary Sedimentation Basins No. 3-5 Replacement at Plant No. 1
  - b. Plant 2
    - i. Project J-117B – Outfall Low Flow Pump Station
    - ii. Project J-124 – Digester Gas Facilities Replacement
    - iii. Project P2-98A – A-Side Primary Clarifiers Replacement at Plant 2
    - iv. P2-128 - TPAD Digester Facility at Plant 2

### **Deliverables:**

- List of areas with insufficient lighting and supporting drawing markups with lighting levels

## TASK 3 – EXTERIOR LIGHTING RECOMMENDATIONS

- A. Perform lighting calculations using OC SAN CAD backgrounds to prepare conceptual lighting layouts. The calculations shall include model of building/structure with the locations of new and existing fixtures, lighting fixture schedule, and fixture mounting heights to improve exterior lighting at areas identified in Task 2 and along the plant perimeter.
- B. Develop lighting fixture schedule and supporting fixture cutsheets of energy efficient LED lighting systems
- C. In some areas such as Plant 2 Headworks, lighting fixtures mounted at the Odor Control Facility are turned off to minimize impacts to neighbors. Provide a general philosophy on how to control exterior lighting controls/methods based on process areas (such as multiple circuits and/or switching, etc.) and to minimize impacts of light trespass on neighbors. Recommend types of exterior lighting controls suitable for those areas.
- D. Develop Class 1 cost estimates based on conceptual lighting design and lighting controls. Develop overall project schedule (project development through construction stages) for recommended projects.
- E. Evaluate the project scope and limits of the Capital Improvement Program (CIP) projects listed below (currently in design and scheduled for the future) and provide recommendations to comply with lighting criterion developed by this study. The consultant shall review the area in transition between the new project area and existing area and provide a scope of work for recommended lighting improvements. CIP projects in design shall comply with lighting requirements included in the OC SAN Engineering Design Guidelines.
  - a. CIP Projects in Design
    - i. P1-140 - Activated Sludge-1 and Secondary Clarifier Rehabilitation  
This project will perform a comprehensive rehabilitation of the Activated Sludge Facility No. 1 (AS-1) at Plant No. 1. The facilities in this project include Blower Building No. 1, Aeration Basins Nos. 1-10, Return Activated Sludge Pump Station and Secondary Clarifiers Nos. 1-26 and a new Mixed Liquor Recycle (MLR) pump station.
    - ii. P2-135 - Sodium Bisulfite Station Rehabilitation at Plant No. 2  
This project will demolish 2 storage tanks and associated equipment and rehabilitate 1 storage tank and its associated equipment.
    - iii. P2-136 - Activated Sludge Aeration Basin at Plant No. 2  
This project includes structural rehabilitation of the aeration basin's reactor deck upgrade lighting.

- iv. P2-138 - Operations and Maintenance Complex at Plant No. 2  
This Project will replace the Operations and Maintenance Buildings at Plant No. 2. The new location will be along the westerly border, just south of Banning Avenue. The main entrance will be relocated to Banning Avenue. The existing buildings and main entrance will be demolished.

F. Provide recommendations to lighting requirements included in the OC SAN Engineering Design Guidelines.

**Deliverables:**

- Conceptual lighting design plans
- Lighting fixture schedule and cutsheets
- Detailed Report of Exterior Lighting Calculations
- Recommendations on exterior lighting controls/methods
- Class 1 construction cost estimate and project schedule for recommended projects.
- Recommendations to CIP exterior lighting design and areas outside of project scope
- Recommendations to EDG lighting requirements

## **TASK 4 – PLANNING STUDY REPORT**

CONSULTANT shall prepare a final Planning Study Report outlining the findings and recommendations of the Project.

**Deliverables:**

- Planning Study Report, draft and final (Final copy shall be stamped by Professional Electrical Engineer, registered in State of California).

Upon completion of the technical memoranda, the CONSULTANT shall compile all the documents into a draft report with an executive summary for distribution and review. The CONSULTANT shall address all OC SAN staff comments in a final report.

The final report shall include all the materials listed in the draft report, but reflect the final comments received during the review of the draft report. Please note that one single \*.pdf must be delivered for the final report that contains the entire report document. Appendices may be in separate \*.pdf files.

Meeting agendas and minutes, Technical Memoranda, Appendices, etc. shall be delivered to OC SAN in a \*.pdf version and native electronic version.

## **TASK 5 – PROJECT MANAGEMENT**

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

### **TASK 5.1 PROJECT MANAGEMENT PROGRESS MEETINGS**

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

### **TASK 5.2 PROJECT SCHEDULE**

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

At a minimum, the schedule shall indicate the following:

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

### **TASK 5.3 PROJECT LOGS**

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

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

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

Meeting Log. See Task 6 Meetings and Workshops.

#### **TASK 5.4 PROGRESS REPORTS**

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

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

#### **TASK 5.5 PROJECT INVOICES**

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

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

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

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

#### **TASK 5.6 QUALITY CONTROL**

CONSULTANT shall be responsible for the technical adequacy and quality control of his work. Prior to the submittal to OC SAN, each portion of a submittal shall be thoroughly reviewed and corrected by a member of the CONSULTANT’s QC Team. A copy of the QC documents (with comments and response to review comments) shall be provided to OC SAN.

## TASK 6 – MEETING AND WORKSHOPS

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

CONSULTANT shall assume the following meetings via Microsoft Teams will be required.

<b>Task</b>	<b>Meetings / Workshops</b>	<b>Proposed Topics</b>
Project Kickoff	<ul style="list-style-type: none"> <li>One 1-hr project kickoff</li> </ul>	<ul style="list-style-type: none"> <li>Introduce project team, present project approach plan including deliverables</li> <li>Site investigation plan</li> </ul>
1	<ul style="list-style-type: none"> <li>Two 1-hr Meetings</li> </ul>	<ul style="list-style-type: none"> <li>Present Task 1 deliverables</li> <li>Feedback from Operations</li> </ul>
2	<ul style="list-style-type: none"> <li>Two 1-hr Meetings</li> </ul>	<ul style="list-style-type: none"> <li>Present Task 2 deliverables</li> <li>Feedback from Operations</li> </ul>
3	<ul style="list-style-type: none"> <li>Four 2-hr Meetings</li> </ul>	<ul style="list-style-type: none"> <li>Workshop with Plant 1 Operations, Maintenance, Engineering, Risk Management</li> <li>Workshop with Plant 2 Operations, Maintenance, Engineering, Risk Management</li> <li>Present Task 3 deliverables to Plant 1 staff</li> <li>Present Task 3 deliverables to Plant 2 staff</li> </ul>
4	<ul style="list-style-type: none"> <li>Three 1-hr Meetings</li> </ul>	<ul style="list-style-type: none"> <li>Present Draft Planning Study Report</li> <li>Present Final Planning Study Report</li> <li>Feedback from Operations</li> </ul>
5	<ul style="list-style-type: none"> <li>Biweekly project management meetings</li> </ul>	<ul style="list-style-type: none"> <li>Review project progress and monthly Progress Reports</li> </ul>

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



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

## V. GENERAL REQUIREMENTS

### GENERAL

#### Working Hours

Meetings with OC SAN staff shall be scheduled from Monday through Friday between the hours of 8:00 AM and 4:00 PM.

#### Software

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

Document	Electronic Native Format
Text Documents	MS Word
Cost Estimates	MS Excel
Schedule	MS Project or Primavera
Graphics	Bluebeam pdf
Presentations	MS PowerPoint
Drawing Files	AutoCAD
Lighting Calculations	Visual Lighting Software
Drone Video/Images	

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

## VI. STAFF ASSISTANCE

OC SAN staff member or designee assigned to work with CONSULTANT on the design of this project is Abey Mathews at (714) 593-7406, e-mail to: [amathews@ocsan.gov](mailto:amathews@ocsan.gov).

## **EXHIBITS:**

Exhibit No. 1 - Plant No. 1 Site Plan

Exhibit No. 2 - Plant No. 2 Site Plan

Exhibit No. 3 - 2014 Pinkerton Report

Exhibit No. 4 - 2019 LP Executive Consulting Survey/Report

Exhibit No. 5 - Engineering Design Guidelines – Chapter 10

AM:sa



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2329

**Agenda Date:** 9/7/2022

**Agenda Item No:** 3.

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

**SUBJECT:**

**WASTEHAULER STATION SAFETY AND SECURITY IMPROVEMENTS, PROJECT NO. FE20-01**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Wastehauler Station Safety and Security Improvements, Project No. FE20-01;
- B. Award a Construction Contract to LEED Electric, Inc. for Wastehauler Station Safety and Security Improvements, Project No. FE20-01, for a total amount not to exceed \$1,689,788; and
- C. Approve a contingency of \$168,980 (10%).

**BACKGROUND**

The Orange County Sanitation District (OC San) operates a wastehauler receiving station near the entrance of Plant No. 1 which accepts liquid waste from commercial wastehauler trucks. Staff visually observes and collects samples from the commercial wastehaulers prior to allowing delivery. The liquid waste is diverted to OC San's Plant No. 2 wastewater treatment plant as it is considered non-reclaimable and therefore is not able to be recycled by the GWRS.

**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
- Comply with environmental permit requirements

**PROBLEM**

The current wastehauler receiving station does not have modern security features, such as automated gate access and computerized information tracking to prevent unauthorized discharges that could contain toxic materials from entering the treatment plant process. Unauthorized discharges containing toxic materials could upset biological treatment processes, polluting the

environment through OC San's ocean outfall, and exposing staff to the toxic materials. In lieu of these security features, staff perform many of the tracking and acceptance tasks manually, which are time intensive and inefficient. Staff have also been exposed to spills as the current setup does not provide adequate safety measures.

## **PROPOSED SOLUTION**

Award a construction contract for Wastehauler Station Safety and Security Improvements, Project No. FE20-01. This project will improve safety and security at the wastehauler station by adding an automated gate system, automatic sampling system, and office trailer for OC San staff.

## **TIMING CONCERNS**

If this project is delayed, there will continue to be a risk of an unauthorized discharge into OC San's Plant No. 2.

## **RAMIFICATIONS OF NOT TAKING ACTION**

There will continue to be a risk of an unauthorized discharge into OC San's Plant No. 2.

## **PRIOR COMMITTEE/BOARD ACTIONS**

N/A

## **ADDITIONAL INFORMATION**

OC San advertised Project No. FE20-01 for bids on May 19, 2022, and three (3) sealed bids were received on June 22, 2022. A summary of the bid opening follows:

Engineer's Estimate	\$ 802,000
<u>Bidder</u>	<u>Amount of Bid</u>
LEED Electric, Inc.	\$ 1,689,788
Mehta Mechanical Company, Inc.	\$ 1,884,000
THARSOS, Inc.	\$ 1,979,000

The bids were evaluated in accordance with OC San's policies and procedures. Upon receiving the bids, AECOM, who provided Professional Design Services and prepared the Engineer's Estimate for this project, reviewed the discrepancy between the Engineer's Estimate and the bid results. AECOM indicated that the quotes provided during design for the two automated sampling systems and office trailer were based on off-the-shelf items. However, the sampling systems are required to be customized to meet OC San requirements for gate access, software system, warranty, and on-site services to support commissioning the units. The difference between the off-the-shelf units and the customized package is \$455,000. The office trailer also required approximately \$50,000 in customizations to meet OC San needs. These two changes, along with markups, result in an increase of \$900,000 which coincides with the bids. A notice was sent to all bidders on August 2, 2022 informing them of the intent of OC San staff to recommend award of the Construction Contract to LEED Electric, Inc.

Staff recommends awarding a construction contract to the lowest responsive and responsible bidder, LEED Electric, Inc., for a total amount not to exceed \$1,689,788.

### **CEQA**

The project is exempt from CEQA under the Class 1 categorical exemptions set forth in California Code of Regulations section 15301. A Notice of Exemption will be filed with the OC Clerk-Recorder after OC San's Board of Directors approval of the Construction Contract.

### **FINANCIAL CONSIDERATIONS**

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Adopted Budget, Fiscal Years 2022-2023 and 2023-24, Section 8, Page 47, Small Construction Projects Program, Project No. M-FE) 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](http://www.ocsan.gov)) with the complete agenda package:*

- Construction Contract

CM: tk

**PART A**  
**CONTRACT AGREEMENT**

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## CONTRACT AGREEMENT

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CONTRACT AGREEMENT  
ORANGE COUNTY SANITATION DISTRICT

**PROJECT NO. FE20-01**

**WASTEHAULER STATION SAFETY AND SECURITY IMPROVEMENTS**

THIS AGREEMENT is made and entered into, to be effective, this September 28, 2022, by and between LEED Electric, 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".

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CONFORMED

C-CA-010422  
PROJECT NO. FE20-01  
WASTEHAULER STATION SAFETY AND SECURITY 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. FE20-01**

**WASTEHAULER STATION SAFETY AND SECURITY IMPROVEMENTS**

**SECTION – 4 PLANS AND SPECIFICATIONS**

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

**PROJECT NO. FE20-01**

**WASTEHAULER STATION SAFETY AND SECURITY 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 two hundred eighty-six (286) 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.

**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 Six Hundred Eighty-Nine Thousand Seven Hundred Eighty-Eight Dollars (\$1,689,788) 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.

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CONFORMED

C-CA-010422  
PROJECT NO. FE20-01  
WASTEHAULER STATION SAFETY AND SECURITY IMPROVEMENTS



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) 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) 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) 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) 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: 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



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.

**[THIS SECTION INTENTIONALLY LEFT BLANK]**

**SECTION – 23 NOTICES**

Any notice required or permitted under this Contract shall be sent by certified mail, return receipt requested, at the 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

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

Bradley R. Hogin, Esquire  
Woodruff, Spradlin & Smart  
555 Anton Boulevard  
Suite 1200  
Costa Mesa, California 92626

TO CONTRACTOR: LEED Electric, Inc.  
13138 Arctic Circle  
Santa Fe Springs, CA 90670

Copy to: Seyed A. Jamali Dinan, Chief Executive Officer  
LEED Electric, Inc.  
13138 Arctic Circle  
Santa Fe Springs, CA 90670

**[THIS SECTION INTENTIONALLY LEFT BLANK]**

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

CONTRACTOR: LEED Electric, Inc.  
13138 Arctic Circle  
Santa Fe Springs, CA 90670

By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Its \_\_\_\_\_

CONTRACTOR's State License No. 379096 (Expiration Date – 7/31/2023)

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

CONFORMED

C-CA-010422  
PROJECT NO. FE20-01  
WASTEHAULER STATION SAFETY AND SECURITY IMPROVEMENTS



**EXHIBIT A**  
**SCHEDULE OF PRICES**

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**EXHIBIT A**  
**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. FE20-01  
WASTEHAULER STATION SAFETY AND SECURITY IMPROVEMENTS

## **ATTACHMENT 2 – SCHEDULE OF PRICES**

See next pages from the Bid Submittal Forms (LEED Electric, Inc.)

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: LEED Electric, 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.	<b>Mobilization:</b> The amount for this Bid Item shall not exceed \$50,000 of the Total Amount of Bid and shall be in conformance with the Contract Documents. All amounts included in this Bid Item greater than the allowable maximum payment of \$50,000 of the Total Amount of Bid shall be paid under the Bid Item#2.	Lump Sum	\$50,000
2.	<b>All other portions of the Work set forth in the Contract Documents except for the Work performed in Bid Item 1:</b> Work under this item shall include all labor, equipment, materials, and services necessary for all other Work not specified in Bid Item 1.	Lump Sum	\$1,639,788.00

**TOTAL AMOUNT OF BID (BASIS OF AWARD)**

**\$ 1,689,788.00**



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2472

**Agenda Date:** 9/7/2022

**Agenda Item No:** 4.

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

**SUBJECT:**

**ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Engineering Program Contract Performance Report for the period ending June 30, 2022.

**BACKGROUND**

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

The Engineering Program Contract Performance Report summarizes construction and consulting contract performance and activities for the quarter ending June 30, 2022. This report is updated quarterly.

**ATTACHMENT**

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

- Engineering Program Contract Performance Report for the period ending June 30, 2022

EY: jw

DATE: August 30, 2022

TO: Orange County Sanitation District  
Board of Directors

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

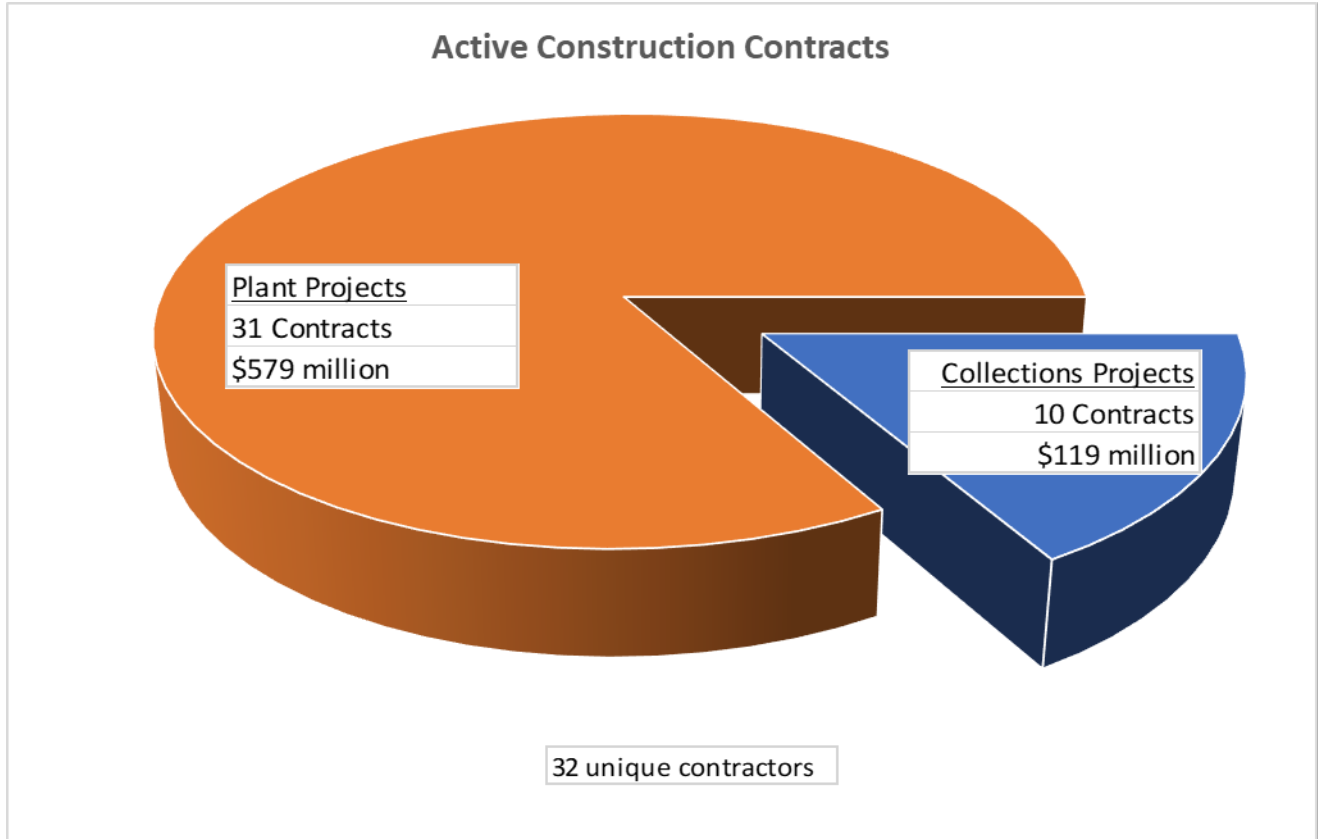
This report summarizes the status, activities, and performance of construction contracts and consultant agreements. This report also identifies the names and status of projects being performed under master budgets for planning studies, research, small construction projects, Operations & Maintenance capital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

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**PART 1 - CONSTRUCTION CONTRACTS**

Table 1 lists the Board-awarded construction contracts active as of June 30, 2022, while Tables 2 and 3 list the General Manager-awarded and Operations Committee-awarded construction contracts. The General Manager may award contracts up to \$100,000 and task orders up to \$300,000. The graph below shows the number and total value of projects broken down by plant and collections.



One Board-awarded construction contract was closed in this quarter, as listed in Table 4. No construction contracts awarded by the General Manager or the Operations Committee were closed in this quarter, as shown in Tables 5 and 6.

**Engineering Program Contract Performance Report  
for Quarter Ending 6/30/2022  
Table 1 - Active Board-Awarded Construction Contracts**

Project/Contract		Contractor	Award Date	Contract Amount				Contingency			
				Award	Change Orders	Current	% Spent	Original	Current	Used	Remaining
2-72B	Newhope-Placentia Trunk Replacement, Segment B	OHL USA	05/23/2018	\$58,242,000	\$5,604,884	\$63,846,884	100.0%	6.5%	12.0%	9.6%	2.4%
3-62	Westminster Blvd Force Main Replacement	Teichert Energy - Utilities Group, Inc.	12/18/2019	\$27,743,000	\$971,036	\$28,714,036	82.5%	10.0%	10.0%	3.5%	6.5%
3-64B	Los Alamitos Trunk Sewer Rehabilitation	Steve P. Rados, Inc.	05/26/2021	\$17,775,000	\$0	\$17,775,000	29.0%	10.0%	10.0%	0.0%	10.0%
7-66	Sunflower and Red Hill Interceptor Repairs	Charles King Company	07/28/2021	\$4,777,000	\$841	\$4,777,841	24.3%	10.0%	10.0%	0.0%	10.0%
FE10-21	Area 02 Craig Regional Park Manhole Improvements	Deark E&C, Inc.	07/28/2021	\$427,400	(\$4,037)	\$423,363	96.9%	10.0%	10.0%	-0.9%	10.9%
FE18-13	Redhill Relief Sewer Relocation at State Route 55	SRK Engineering, Inc.	06/22/2022	\$2,213,000	\$0	\$2,213,000	0.0%	15.0%	15.0%	0.0%	15.0%
FE18-14	Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	MMC, Inc.	12/16/2020	\$1,134,000	\$0	\$1,134,000	0.0%	15.0%	15.0%	0.0%	15.0%
FE18-15	Plant Boiler System Relief at Plant No. 2	MMC, Inc.	04/28/2021	\$230,000	\$0	\$230,000	0.0%	15.0%	15.0%	0.0%	15.0%
FE19-01	Pump Station Portable Generator Connectors	Pacific Industrial Electric	09/29/2021	\$1,207,479	\$0	\$1,207,479	1.2%	10.0%	10.0%	0.0%	10.0%
FE19-03	Trickling Filter Sludge and Scum Pumps Replacement at Plant No. 1	Garney Pacific, Inc.	02/23/2022	\$778,000	\$0	\$778,000	0.0%	10.0%	10.0%	0.0%	10.0%
FE19-04	Sunflower Pump Replacement at Plant No. 1	GSE Construction Company, Inc.	10/27/2021	\$2,123,200	\$0	\$2,123,200	2.9%	10.0%	10.0%	0.0%	10.0%
FE19-06	EPSA Motor Cooling Improvements at Plant No. 2	MMC, Inc.	09/29/2021	\$854,000	\$0	\$854,000	0.0%	10.0%	10.0%	0.0%	10.0%
FE19-08	Secondary Treatment VFD Replacements at Plant No. 2	ACS Engineering	03/23/2022	\$1,433,000	\$0	\$1,433,000	0.0%	10.0%	10.0%	0.0%	10.0%
FE20-06	Thickening and Dewatering Building Pipe Support Improvements at Plant No. 1	Garney Pacific, Inc.	02/23/2022	\$793,000	\$0	\$793,000	6.5%	10.0%	10.0%	0.0%	10.0%
FE20-07	Santa Ana Trunk Rehabilitation at Plant No. 1	Sancon Technologies Inc.	04/27/2022	\$395,082	\$0	\$395,082	0.0%	20.0%	20.0%	0.0%	20.0%
FR1-0007	Control Center Offices and Day Training Room Remodeling at Plant No. 1	Thomas Solar Energy	05/26/2021	\$256,790	\$0	\$256,790	17.9%	10.0%	10.0%	0.0%	10.0%
FR1-0012	Building B Floor Replacement, Jib Crane, and Forklift Pad	Vicon Enterprise	06/22/2022	\$220,000	\$0	\$220,000	0.0%	10.0%	10.0%	0.0%	10.0%



**Engineering Program Contract Performance Report  
for Quarter Ending 6/30/2022  
Table 1 - Active Board-Awarded Construction Contracts**

Project/Contract		Contractor	Award Date	Contract Amount				Contingency			
				Award	Change Orders	Current	% Spent	Original	Current	Used	Remaining
FR1-0016	Waste Sidestream Pump Station VFD replacements at Plant No.1	Leed Electric	03/23/2022	\$344,889	\$0	\$344,889	4.8%	15.0%	15.0%	0.0%	15.0%
FRC-0002	Bay Bridge Pump Station Valve Replacement	Innovative Construction Solutions	11/18/2020	\$598,000	\$250,904	\$848,904	100.0%	55.0%	55.0%	42.0%	13.0%
J-117B	Outfall Low Flow Pump Station	Shimmick Construction	12/19/2018	\$90,200,000	\$1,326,903	\$91,526,903	73.9%	8.0%	8.0%	1.5%	6.5%
J-127	Natural Gas Pipelines Replacement at Plant Nos. 1 and 2	Innovative Construction Solutions	07/22/2020	\$745,500	\$5,784	\$751,284	99.4%	10.0%	10.0%	0.8%	9.2%
J-135A	Central Generation Engine Overhaul at Plant No. 1	Cooper Machinery Services	03/24/2021	\$3,705,932	\$318,840	\$4,024,772	96.7%	20.0%	20.0%	8.6%	11.4%
MP-305	Cengen Supply Air Fan Support Replacement at Plant No. 2	J.R. Filanc Construction Company, Inc.	12/16/2020	\$297,000	\$40,077	\$337,077	100.0%	15.0%	15.0%	13.5%	1.5%
MP-307	Bushard Diversion Structure Repair	Abhe - Svoboda, Inc.	06/22/2022	\$1,762,545	\$0	\$1,762,545	0.0%	10.0%	10.0%	0.0%	10.0%
P1-105	Headworks Rehabilitation at Plant 1	Kiewit Infrastructure West Co.	03/24/2021	\$222,330,000	\$267,120	\$222,597,120	15.1%	4.0%	4.0%	0.1%	3.9%
P1-128A	Headquarters Complex at Plant No. 1	Swinerton Builders	05/26/2021	\$102,544,973	\$579,344	\$103,124,317	29.4%	5.0%	5.0%	0.6%	4.4%
P1-133	Primary Sedimentation Basins No. 6-31 Reliability Improvements at Plant No. 1	Shimmick Construction	02/23/2022	\$6,275,000	\$0	\$6,275,000	2.4%	10.0%	10.0%	0.0%	10.0%
P1-134	South Perimeter Security and Utility Improvements at Plant No.1	Tovey-Shultz Construction, Inc.	07/28/2021	\$4,396,779	\$116,485	\$4,513,264	58.1%	10.0%	10.0%	2.6%	7.4%
P1-135	Digester Ferric Chloride Piping Replacement at Plant No. 1	PPM Contracting	02/24/2021	\$515,000	\$0	\$515,000	82.7%	10.0%	10.0%	0.0%	10.0%
P2-122	Headworks Modifications at Plant No. 2 for GWRS Final Expansion	Shimmick Construction	01/22/2020	\$14,487,735	\$581,590	\$15,069,325	86.3%	10.0%	10.0%	4.0%	6.0%
P2-123	Return Activated Sludge Piping Replacement at Plant 2	Shimmick Construction	09/25/2019	\$6,042,110	\$228,873	\$6,270,983	97.2%	10.0%	10.0%	3.8%	6.2%
P2-98A	A-Side Primary Clarifiers Replacement at Plant 2	PCL CONSTRUCTION INC.	05/26/2021	\$111,405,880	\$231,273	\$111,637,153	16.8%	6.0%	6.0%	0.2%	5.8%

**Engineering Program Contract Performance Report  
for Quarter Ending 6/30/2022**

**Table 1 - Active Board-Awarded Construction Contracts**

Project/Contract		Contractor	Award Date	Contract Amount				Contingency			
				Award	Change Orders	Current	% Spent	Original	Current	Used	Remaining
SC19-03	Return Activated Sludge Pump Station Elevator Rehabilitation at Plant No. 2	OTIS	12/16/2020	\$432,400	\$0	\$432,400	0.0%	20.0%	20.0%	0.0%	20.0%
			<b>Total</b>	<b>\$686,685,695</b>	<b>\$10,519,917</b>	<b>\$697,205,611</b>					

**Engineering Program Contract Performance Report  
for Quarter Ending 6/30/2022**

**Table 2 - Active GM Awarded Construction Contracts**

Project/Contract		Contractor	Award Date	Contract Amount			
				Award	Change Orders	Current	% Spent
FE21-02	Lighting Improvements Boiler and Sludge Dewatering Areas at Plant No. 1	Leed Electric	05/03/2022	\$81,897	\$0	\$81,897	4.8%
FR1-0008	Trickling Filter 480 Volt Cable Replacement at Plant No. 1	Baker Electric	12/15/2021	\$251,586	\$15,288	\$266,874	100.0%
FR2-0022	Digester O Structural Repairs at Plant No. 2	Jamison Engineering	03/14/2022	\$89,500	\$0	\$89,500	0.0%
FR2-0025	Digester O-T and Q-R Bridge Repair at Plant No. 2	O'Connell Engineering & Construction, Inc.	03/14/2022	\$115,450	\$0	\$115,450	0.0%
FRC-0012	Springdale-Relief Concrete Encasement Extension at Wintersburg-Channel	J.F. Shea Construction, Inc.	07/07/2021	\$167,694	\$0	\$167,694	0.0%
MP2-001	Screening Loading Building Exhaust Fan 1 Cable Replacement	Shimmick Construction	10/18/2021	\$97,000	\$0	\$97,000	0.0%
			<b>Total</b>	<b>\$803,127</b>	<b>\$15,288</b>	<b>\$818,415</b>	

**Engineering Program Contract Performance Report  
for Quarter Ending 6/30/2022**

**Table 3 - Active Operations Committee Awarded Construction Contracts**

Project/Contract		Contractor	Award Date	Contract Amount			
				Award	Change Orders	Current	% Spent
FE18-16	Truck Loading Basement Drain Modifications at Plant No. 1	MMC, Inc.	10/06/2021	\$162,500	\$0	\$162,500	18.5%
FE19-13	VFD Replacements at Seal Beach Pump Station	Energy Management Corporation	03/23/2022	\$138,650	\$0	\$138,650	0.0%
FR1-0014	Laboratory Building HVAC Controls Replacement at Plant No. 1	Retrofit Service Company, Inc.	02/02/2022	\$176,847	\$0	\$176,847	85.5%
			<b>Total</b>	<b>\$477,997</b>	<b>\$0</b>	<b>\$477,997</b>	

**Engineering Program Contract Performance Report  
for Quarter Ending 6/30/2022**

**Table 4 - Closed Board-Awarded Construction Contracts**

Project/Contract		Contractor	Award Date	Closed Date	Contract Amount			Contingency		
					Award	Change Orders	Final	Original	Final	Unused
FE18-11	Headworks Explosive Gas Monitoring Systems at Plant No. 1 and No. 2	Baker Electric	03/25/2020	04/27/2022	\$223,984	\$0	\$223,984	10.0%	10.0%	10.0%
				<b>Total</b>	<b>\$223,984</b>	<b>\$0</b>	<b>\$223,984</b>			

**Engineering Program Contract Performance Report  
for Quarter Ending 6/30/2022**

**Table 5 - Closed GM-Awarded Construction Contracts**

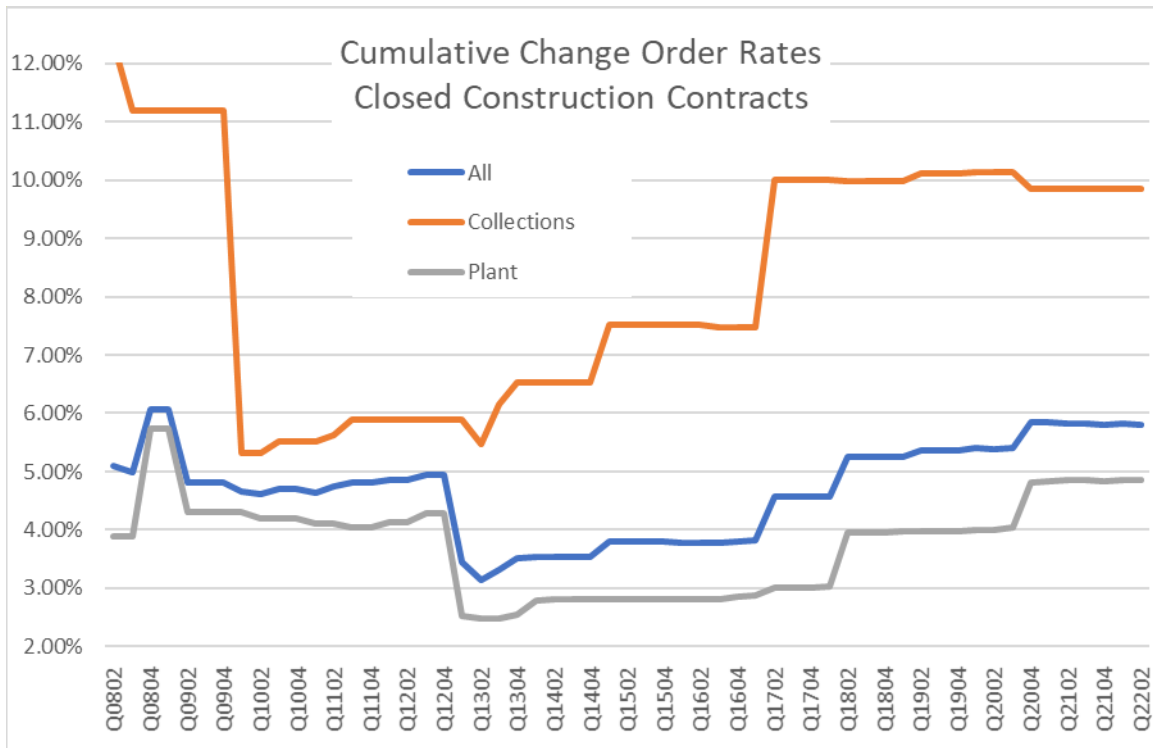
Project/Contract	Contractor	Award Date	Closed Date	Original Award Amount	Change Orders	Final Contract Amount	Final Change Order Rate
No GM-awarded construction contract closed this quarter			Total				

**Engineering Program Contract Performance Report  
for Quarter Ending 6/30/2022**

**Table 6 - Closed Committee -Awarded Construction Contracts**

Project/Contract	Contractor	Award Date	Closed Date	Original Award Amount	Change Orders	Final Contract Amount	Final Change Order Rate
No Committee-awarded construction contract closed this quarter			Total				

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



## **PART 2 – ENGINEERING SERVICES AGREEMENTS**

OC San engages engineering consultants through Professional Service Agreements (PSAs), Professional Design Services Agreements (PDSAs), Professional Construction Services Agreements (PCSAs), and Master Professional Services Agreements (Master Agreements). PDSAs are used to obtain design engineering services, and PCSAs are a subsequent agreement with the design consultant to provide support services during construction. PSAs are used for planning studies and other consultant assignments. There are currently 16 firms with active engineering services agreements, not including firms with Master Agreements.

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

- 2017 Master Agreements for Wastewater Treatment Planning Studies (expired)
- 2018 Master Design Agreements (expired)
- 2020 Master Agreements for On-Call Planning Studies
- 2021 Master Design Agreements
- Agreement for Design Installation, Implementation and Maintenance of a Process Control System

The 2017 Master Agreements for Wastewater Treatment Planning Studies and the 2018 Master Design Agreements have expired, meaning no new task orders can be issued under them, but previously-issued task orders remain active until completed. Task Orders are limited by OC San Ordinance No. OCSD-56 to \$300,000 per task order.

A status table for all Active Engineering Services Agreements (PDSAs, PCSAs and PSAs) is attached under Table 7 and a status table for all Active Task Orders by Master Agreement is attached under Table 8 (Master Agreements).



**Engineering Program Contract Performance Report  
for Quarter Ending 6/30/2022**

**Table 7 - Active Engineering Services Agreements**

Project/Contract		Consultant	Type	Award Date	Contract Amount				Contingency			
					Award	Amendments	Current	% Spent	Original	Current	Used	Remaining
1-23	Santa Ana Trunk Sewer Rehabilitation	Stantec Consulting Services, Inc.	PDSA	04/27/2022	\$3,880,000	\$0	\$3,880,000	0%	10.0%	10.0%	0.0%	10.0%
2-49	Taft Branch Improvements	Woodard & Curran, Inc.	PDSA	02/24/2021	\$2,200,000	\$55,000	\$2,255,000	26%	10.0%	10.0%	2.5%	7.5%
2-72B	Newhope-Placentia Trunk Replacement, Segment B	Lee & Ro, Inc.	PCSA	03/23/2016	\$3,253,946	\$0	\$3,253,946	70%	10.0%	10.0%	0.0%	10.0%
3-62	Westminster Blvd Force Main Replacement	Stantec Consulting Services, Inc.	PCSA	12/18/2019	\$1,183,000	\$0	\$1,183,000	38%	10.0%	10.0%	0.0%	10.0%
3-64	Rehabilitation of Western Regional Sewers	AECOM Technical Services, Inc.	PDSA	01/27/2016	\$17,639,250	\$195,850	\$17,835,100	63%	10.0%	10.0%	1.1%	8.9%
3-64B	Los Alamitos Trunk Sewer Rehabilitation	AECOM Technical Services, Inc.	PCSA	05/26/2021	\$610,000	\$0	\$610,000	22%	10.0%	10.0%	0.0%	10.0%
3-67	Seal Beach Pump Station Replacement	Lee & Ro, Inc.	PDSA	12/18/2019	\$5,947,850	\$378,610	\$6,326,460	93%	10.0%	10.0%	6.4%	3.6%
5-67	Bay Bridge Pump Station Replacement	Arcadis U.S., Inc.	PDSA	10/25/2017	\$7,137,000	\$1,750,315	\$8,887,315	41%	10.0%	35.0%	24.5%	10.5%
5-68	Newport Beach Pump Station Pressurization Improvements	Dudek	PDSA	05/27/2020	\$542,988	\$0	\$542,988	84%	10.0%	10.0%	0.0%	10.0%
7-65	Gisler-Red Hill Interceptor and Baker Force Main Rehabilitation	CDM Smith Inc.	PDSA	09/23/2020	\$1,754,000	\$140,312	\$1,894,312	86%	10.0%	10.0%	8.0%	2.0%
7-66	Sunflower and Red Hill Interceptor Repairs	GHD, Inc.	PCSA	07/28/2021	\$166,000	\$0	\$166,000	23%	10.0%	10.0%	0.0%	10.0%
7-68	MacArthur Force Main Improvements	Michael Baker International, Inc.	PDSA	05/26/2021	\$500,000	\$0	\$500,000	47%	10.0%	10.0%	0.0%	10.0%
FR1-0007	Control Center Offices and Day Training Room Remodeling at Plant No. 1	AECOM Technical Services, Inc.	PSA	07/24/2017	\$48,000	\$33,351	\$81,351	86%	N/A	N/A	69.5%	N/A
J-117B	Outfall Low Flow Pump Station	Brown and Caldwell	PCSA	12/19/2018	\$8,563,913	\$0	\$8,563,913	56%	10.0%	10.0%	0.0%	10.0%
J-124	Digester Gas Facilities Replacement	Brown and Caldwell	PDSA	11/15/2017	\$11,770,000	\$1,101,466	\$12,871,466	95%	10.0%	10.0%	9.4%	0.6%
J-98	Electrical Power Distribution System Improvements	Schweitzer Engineering Laboratories, Inc	PSA	03/25/2020	\$1,296,878	\$0	\$1,296,878	8%	10.0%	10.0%	0.0%	10.0%
J-98	Electrical Power Distribution System Improvements	Brown and Caldwell	PDSA	02/26/2020	\$2,240,000	\$92,078	\$2,332,078	84%	10.0%	10.0%	4.1%	5.9%
P1-105	Headworks Rehabilitation at Plant 1	Carollo Engineering Inc	PCSA	03/02/2021	\$16,500,000	\$0	\$16,500,000	14%	10.0%	10.0%	0.0%	10.0%
P1-126	Primary Sedimentation Basins No. 3-5 Replacement at Plant No. 1	Black & Veatch	PDSA	04/27/2022	\$14,163,000	\$0	\$14,163,000	0%	10.0%	10.0%	0.0%	10.0%
P1-128A	Headquarters Complex at Plant No. 1	HDR Engineering, Inc.	PCSA	05/26/2021	\$4,900,000	\$96,700	\$4,996,700	33%	10.0%	10.0%	2.0%	8.0%

**Engineering Program Contract Performance Report  
for Quarter Ending 6/30/2022**

**Table 7 - Active Engineering Services Agreements**

Project/Contract		Consultant	Type	Award Date	Contract Amount				Contingency			
					Award	Amendments	Current	% Spent	Original	Current	Used	Remaining
P1-128A	Headquarters Complex at Plant No. 1	AECOM Technical Services, Inc.	PSA	04/28/2021	\$6,750,000	\$0	\$6,750,000	22%	10.0%	10.0%	0.0%	10.0%
P1-132	Uninterruptable Power Supply Improvements at Plant 1	Tetra Tech, Inc.	PDSA	10/23/2019	\$784,630	\$62,755	\$847,385	90%	10.0%	10.0%	8.0%	2.0%
P1-133	Primary Sedimentation Basins No. 6-31 Reliability Improvements at Plant No. 1	Carollo Engineering Inc	PCSA	04/26/2022	\$530,000	\$0	\$530,000	0%	10.0%	10.0%	0.0%	10.0%
P1-134	South Perimeter Security and Utility Improvements at Plant No.1	HDR Engineering, Inc.	PCSA	07/28/2021	\$235,000	\$0	\$235,000	30%	10.0%	10.0%	0.0%	10.0%
P2-122	Headworks Modifications at Plant No. 2 for GWRS Final Expansion	CDM Smith Inc.	PCSA	01/15/2020	\$2,200,000	\$0	\$2,200,000	59%	10.0%	10.0%	0.0%	10.0%
P2-123	Return Activated Sludge Piping Replacement at Plant 2	Spec Services, Inc.	PCSA	09/25/2019	\$252,329	\$25,233	\$277,562	93%	10.0%	10.0%	10.0%	0.0%
P2-124	Interim Food Waste Receiving Facility	Kennedy/Jenks Consultants, Inc.	PDSA	09/05/2018	\$695,000	\$31,177	\$726,177	100%	10.0%	10.0%	4.5%	5.5%
P2-128	TPAD Digester Facility at Plant No.2	Brown and Caldwell	PDSA	07/22/2020	\$39,300,000	\$1,202,803	\$40,502,803	22%	10.0%	10.0%	3.1%	6.9%
P2-137	Digesters Rehabilitation at Plant No. 2	CDM Smith Inc.	PDSA	03/23/2022	\$2,650,000	\$0	\$2,650,000	0%	10.0%	10.0%	0.0%	10.0%
P2-98A	A-Side Primary Clarifiers Replacement at Plant 2	Black & Veatch	PCSA	05/26/2021	\$8,400,000	\$0	\$8,400,000	14%	10.0%	10.0%	0.0%	10.0%
PS18-09	Ocean Outfall Condition Assessment and Scoping Study	Carollo Engineering Inc	PSA	03/25/2020	\$2,744,000	\$885,661	\$3,629,661	70%	10.0%	40.0%	32.3%	7.7%
PS20-02	Collection System Flow Level Monitoring Study	Woodard & Curran, Inc.	PSA	07/28/2021	\$616,562	\$0	\$616,562	18%	0.0%	10.0%	0.0%	10.0%
PS20-05	Cen Gen Pressure Vessel Integrity Assessment at Plant Nos. 1and 2	Pond & Company	PSA	02/23/2022	\$235,133	\$0	\$235,133	0%	10.0%	10.0%	0.0%	10.0%
PS21-04	Energy and Digester Gas Master Plan	Brown and Caldwell	PSA	06/22/2022	\$1,438,036	\$0	\$1,438,036	0%	10.0%	10.0%	0.0%	10.0%
<b>Total</b>					<b>\$171,126,515</b>	<b>\$6,051,311</b>	<b>\$177,177,826</b>					

**Engineering Program Contract Performance Report  
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**Table 8 - Active Task Orders by Master Agreement**

Agreement/Project		Consultant	Award Date	Original Task Order Value	Amendments	Current Task Order Value	% Spent
<b>2017 Master Agreements for On-Call Planning Studies</b>							
PS19-03	Laboratory Rehabilitation Feasibility Study	HDR Engineering, Inc.	10/20/2020	\$274,888	\$0	\$274,888	70%
<b>2018 Master Professional Design Service Agreements</b>							
FE18-06	CenGen Instrument Air Compressors Replacement at Plant No. 1	IDS Group, Inc.	04/27/2020	\$89,876	\$0	\$89,876	69%
FE18-13	Redhill Relief Sewer Relocation at State Route 55	GHD, Inc.	03/27/2020	\$168,612	\$105,331	\$273,943	74%
FE18-14	Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	Dudek	11/06/2019	\$108,308	\$0	\$108,308	96%
FE18-15	Plant Boiler System Relief at Plant No. 2	IDS Group, Inc.	10/22/2019	\$23,299	\$0	\$23,299	26%
FE18-16	Truck Loading Basement Drain Modifications at Plant No. 1	GHD, Inc.	12/04/2019	\$70,130	\$18,365	\$88,495	90%
FE18-19	12KV Distribution B and East RAS Pump Station Roofing Replacement	HDR Engineering, Inc.	09/16/2019	\$74,771	\$8,672	\$83,443	87%
FE18-20	DAFT Air Compressors Replacement at Plant No. 1	HDR Engineering, Inc.	09/02/2020	\$243,954	\$11,982	\$255,936	51%
FE19-03	Trickling Filter Sludge and Scum Pumps Replacement at Plant No. 1	Black & Veatch	09/02/2020	\$244,728	\$55,272	\$300,000	87%
FE19-06	EPSA Motor Cooling Improvements at Plant No. 2	IDS Group, Inc.	05/06/2020	\$88,206	\$0	\$88,206	95%
FE19-10	Digesters C, D, F, G and I Gas Balance Lines Replacement at Plant No. 2	GHD, Inc.	02/03/2021	\$25,000	\$58,000	\$83,000	71%
FE20-02	Digester C, D, F, and G Mechanical Rehabilitation at Plant No. 2	HDR Engineering, Inc.	03/16/2021	\$188,212	\$22,396	\$210,608	86%
FE20-03	Return Activated Sludge Discharge Piping Replacement at Activated Sludge Plant No. 1	GHD, Inc.	06/30/2021	\$249,000	\$0	\$249,000	74%
FE20-04	Cengen Cooling Water Pipe Replacement at Plant No. 2	Dudek	06/01/2021	\$240,000	\$60,000	\$300,000	85%
FE20-05	Plant Water Piping Replacement at Secondary Clarifiers 1-26 at Plant No. 1	IDS Group, Inc.	06/22/2021	\$186,626	\$0	\$186,626	60%
FE20-07	Santa Ana Trunk Rehabilitation at Plant No. 1	GHD, Inc.	05/04/2021	\$100,625	\$0	\$100,625	71%
FE20-08	Olive Sub-Trunk Siphon Rehabilitation at Santa Ana River	Dudek	06/21/2021	\$240,000	\$0	\$240,000	65%
FE20-09	CenGen Smoke Detection Improvements at Plant No. 1 and No. 2	IDS Group, Inc.	06/30/2021	\$63,275	\$0	\$63,275	70%
FR1-0011	VFD Replacements at Plant No. 1	Black & Veatch	04/08/2021	\$283,000	\$17,000	\$300,000	43%
FRC-0009	Bitter Point Trunk Sewer Repair at Bitter Point Pump Station	GHD, Inc.	06/17/2021	\$159,451	\$0	\$159,451	67%
J-127	Natural Gas Pipelines Replacement at Plant Nos. 1 and 2	Black & Veatch	01/21/2019	\$271,964	\$28,036	\$300,000	99%
P1-135	Digester Ferric Chloride Piping Replacement at Plant No. 1	Dudek	02/19/2020	\$127,174	\$0	\$127,174	98%

**Engineering Program Contract Performance Report  
for Quarter Ending 6/30/2022**

**Table 8 - Active Task Orders by Master Agreement**

Agreement/Project		Consultant	Award Date	Original Task Order Value	Amendments	Current Task Order Value	% Spent
<b>2018 Master Professional Design Services Agreement</b>							
FE19-02	Cengen Plant Water Pipe Replacement at Plant No. 1	AECOM Technical Services, Inc.	07/08/2020	\$156,498	\$143,378	\$299,876	40%
FE19-11	Primary Clarifiers Nos. 6-31 Lighting and Alarm Improvements at Plant No. 1	AECOM Technical Services, Inc.	09/21/2020	\$226,685	\$6,137	\$232,822	72%
FE19-13	VFD Replacements at Seal Beach Pump Station	AECOM Technical Services, Inc.	03/24/2021	\$78,033	\$0	\$78,033	57%
FE20-01	Wastehauler Station Safety and Security Improvements	AECOM Technical Services, Inc.	03/16/2021	\$161,012	\$16,247	\$177,259	71%
FR2-0013	P2 Trickling Filter Sludge Pump Room Exhaust Fan Relocation at Plant No.2	AECOM Technical Services, Inc.	11/06/2019	\$75,120	\$0	\$75,120	100%
FR2-0022	Digester O Structural Repairs at Plant No. 2	AECOM Technical Services, Inc.	04/12/2021	\$46,115	\$0	\$46,115	90%
<b>2020 Master Agreements for On-Call Planning Studies</b>							
PS20-01	Collections Yard Relocation Feasibility Study	AECOM Technical Services, Inc.	09/09/2021	\$147,181	\$0	\$147,181	36%
PS20-03	Truck Loading Bay Odor Control Improvements Study at Plant No. 2	Hazen and Sawyer	08/03/2021	\$226,021	\$0	\$226,021	96%
PS20-04	Power Generation Overhaul Feasibility Study	Brown and Caldwell	04/26/2021	\$122,748	\$101,528	\$224,276	90%
PS20-07	College Pump Station Wet Well Condition Assessment Study	HDR Engineering, Inc.	01/18/2022	\$182,297	\$0	\$182,297	2%
PS20-09	Thickening & Dewatering Plant Water Study at Plant No. 1	HDR Engineering, Inc.	04/21/2022	\$219,670	\$0	\$219,670	0%
PS21-03	Process Model for Denitrification Alternatives at Activated Sludge 1	HDR Engineering, Inc.	01/18/2022	\$25,000	\$0	\$25,000	100%
RE20-02	Chemical Resilience Study at Plant No.1 and 2	Hazen and Sawyer	06/02/2021	\$278,784	\$0	\$278,784	94%
<b>2021 Master Professional Design Service Agreements</b>							
FE21-05	Warehouse Stations and Demolition at Plant No. 2	ProjectLine Technical Services, Inc.	04/28/2022	\$228,328	\$28,508	\$256,836	13%
FR2-0023	Activated Sludge Clarifier Entry Improvements at Plant No. 2	AECOM Technical Services, Inc.	01/13/2022	\$120,030	\$79,828	\$199,858	10%
FRC-0010	Warner Avenue Vault Cover Improvements	Kleinfelder, Inc.	07/01/2021	\$205,000	\$0	\$205,000	27%
SC19-06	EPSA Standby Power Generator Control Upgrades at Plant No. 2	Spec Services, Inc.	11/03/2021	\$241,153	\$0	\$241,153	23%
<b>Agreement for Design Installation, Implementation and Maintenance of a Process Control System</b>							
J-120	Process Control Systems Upgrades	ABB, Inc.	09/15/2021	\$11,818,480	\$0	\$11,818,480	0%
			<b>Total</b>	<b>\$18,451,360</b>	<b>\$760,680</b>	<b>\$19,212,040</b>	

**PART 3 – MASTER BUDGET PROJECTS**

The Board-adopted budget for Fiscal Years 2020-21 and 2021-22 includes master program budgets that allow staff to more quickly initiate, execute, and manage smaller projects that fit within the scope of a particular program. The projects chartered under these program budgets are referred to as sub-projects and are managed to the same standards as projects specifically listed in the adopted budget. A status table for each of these programs listing the sub-projects is attached.

<b>Master Program Title</b>	<b>Status Table</b>
Planning Studies Program	Table 9
Research Program	Table 10
Small Construction Projects Program	Table 11
Information Technology Capital Program	Table 12
Operations & Maintenance Capital Program	Table 13

**Engineering Program Contract Performance Report  
For Quarter Ending 6/30/2022  
Table 9 - Planning Studies Status Report**

<b>Project Number</b>	<b>Project Name</b>	<b>Status</b>	<b>Allocated Budget</b>
PS18-06	Go/No-Go Lights and Signage	Active	\$495,000
PS18-09	Ocean Outfall Condition Assessment and Scoping Study	Active	\$4,205,117
PS19-03	Laboratory Rehabilitation Feasibility Study	Active	\$450,000
PS20-01	Collections Yard Relocation Feasibility Study	Active	\$375,000
PS20-02	Collection System Flow Level Monitoring Study	Active	\$743,218
PS20-03	Truck Loading Bay Odor Control Improvements Study at Plant No. 2	Active	\$383,682
PS20-04	Power Generation Overhaul Feasibility Study	Active	\$320,000
PS20-05	Cen Gen Pressure Vessel Integrity Assessment at Plant Nos. 1 and 2	Active	\$400,000
PS20-07	College Pump Station Wet Well Condition Assessment Study	Active	\$365,000
PS20-08	Euclid Trunk Sewer Hydraulic Modeling and Odor Control Analyses	Active	\$500,000
PS20-09	Thickening & Dewatering Plant Water Study at Plant No. 1	Active	\$400,000
PS21-01	Exterior Lighting Study at Plant Nos. 1 and 2	Active	\$550,000
PS21-02	Public Announcement and Fire System at Plant Nos. 1 and 2	Active	\$500,000
PS21-04	Energy and Digester Gas Master Plan	Active	\$1,785,000
PS21-05	CAD Design Manual Update for 3D Design	Active	\$758,000
PS21-06	Urban Runoff Optimization Study	Active	\$1,000,000
PS21-07	Process Simulation Model Development for Cen Gen Facilities	Active	\$121,000
PS21-08	Pure Oxygen Activated Sludge Operations Study at Plant No. 2	Active	\$230,000
PS21-10	Sidestream Nitrogen Management	Active	\$211,000
PS22-02	Onsite Oxygen Generation Feasibility Study at Plant No. 2	Active	\$220,000
<b>Grand Total</b>			<b>\$14,012,017</b>
Number of Chartered Projects			20
Board Approved Program Budget			\$28,652,000
Remaining Unallocated Budget			\$14,639,983

**Engineering Program Contract Performance Report  
For Quarter Ending 6/30/2022  
Table 10 - Research Program Status Report**

<b>Project Number</b>	<b>Project Name</b>	<b>Status</b>	<b>Allocated Budget</b>
RE19-01	Primary Scum Equipment Evaluation at Plant No. 1	Active	\$69,853
RE20-02	Chemical Resilience Study at Plant No.1 and 2	Active	\$329,996
RE20-04	Holding Digester 6 Solids Shredder Study at Plant No. 1	Active	\$95,000
RE20-06	Co-Thickened Sludge Pump Trial at Plant No. 1	Active	\$160,000
RE21-01	Supercritical Water Oxidation Demonstration at Plant No. 1	Active	\$6,890,000
<b>Grand Total</b>			<b>\$7,544,849</b>
Number of Chartered Projects			5
Board Approved Program Budget			\$10,000,000
Remaining Unallocated Budget			\$2,455,151

**Engineering Program Contract Performance Report  
For Quarter Ending 6/30/2022**

**Table 11 - Small Construction Projects Program Status Report**

Project Number	Project Name	Status	Allocated Budget
FE10-21	Area 02 Craig Regional Park Manhole Improvements	Active	\$1,359,000
FE17-03	Battery Storage System at Plant No. 1	Active	\$650,000
FE17-05	Plant 1 ICS Network Extension	Active	\$1,050,000
FE18-06	CenGen Instrument Air Compressors Replacement at Plant No. 1	Active	\$1,150,000
FE18-11	Headworks Explosive Gas Monitoring Systems at Plant No. 1 and No. 2	Active	\$605,000
FE18-12	Erosion Control at Santa Ana River and Hamilton Ave	Active	\$445,000
FE18-13	Redhill Relief Sewer Relocation at State Route 55	Active	\$3,550,000
FE18-14	Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	Active	\$1,895,000
FE18-15	Plant Boiler System Relief at Plant No. 2	Active	\$560,000
FE18-16	Truck Loading Basement Drain Modifications at Plant No. 1	Active	\$592,000
FE18-19	12KV Distribution B and East RAS Pump Station Roofing Replacement	Active	\$1,188,000
FE18-20	DAFT Air Compressors Replacement at Plant No. 1	Active	\$1,360,000
FE19-01	Pump Station Portable Generator Connectors	Active	\$2,570,000
FE19-02	Cengen Plant Water Pipe Replacement at Plant No. 1	Active	\$4,165,000
FE19-03	Trickling Filter Sludge and Scum Pumps Replacement at Plant No. 1	Active	\$3,200,000
FE19-04	Sunflower Pump Replacement at Plant No. 1	Active	\$6,300,000
FE19-06	EPSA Motor Cooling Improvements at Plant No. 2	Active	\$1,475,000
FE19-08	Secondary Treatment VFD Replacements at Plant No. 2	Active	\$2,900,000
FE19-09	Newhope - Placentia Trunk Grade Separation Replacement Repairs	Active	\$500,000
FE19-10	Digesters C, D, F, G and I Gas Balance Lines Replacement at Plant No. 2	Active	\$1,200,000
FE19-11	Primary Clarifiers Nos. 6-31 Lighting and Alarm Improvements at Plant No. 1	Active	\$1,250,000
FE19-12	Rebuild Shop Fume Extractor Installation at Plant No 1	Active	\$560,000
FE19-13	VFD Replacements at Seal Beach Pump Station	Active	\$520,000
FE20-01	Wastehauler Station Safety and Security Improvements	Active	\$2,671,500
FE20-02	Digester C, D, F, and G Mechanical Rehabilitation at Plant No. 2	Active	\$3,950,000
FE20-03	Return Activated Sludge Discharge Piping Replacement at Activated Sludge Plant No. 1	Active	\$6,840,000
FE20-04	Cengen Cooling Water Pipe Replacement at Plant No. 2	Active	\$5,380,000
FE20-05	Plant Water Piping Replacement at Secondary Clarifiers 1-26 at Plant No. 1	Active	\$1,545,000
FE20-06	Thickening and Dewatering Building Pipe Support Improvements at Plant No. 1	Active	\$1,500,000
FE20-07	Santa Ana Trunk Rehabilitation at Plant No. 1	Active	\$765,000
FE20-08	Olive Sub-Trunk Siphon Rehabilitation at Santa Ana River	Active	\$2,800,000
FE20-09	CenGen Smoke Detection Improvements at Plant No. 1 and No. 2	Active	\$950,000
FE21-01	Plasma Cutting Fume Extractor installation at Plant No. 1 Rebuild Shop	Active	\$277,000
FE21-02	Lighting Improvements Boiler and Sludge Dewatering Areas at Plant No. 1	Active	\$320,000
FE21-04	Thickening and Dewatering Facility Handrail Installation at Plant No. 1	Active	\$230,000
FE21-05	Warehouse Stations and Demolition at Plant No. 2	Active	\$2,200,000
FE21-06	Chemical Dosing Station Installation at Westside Pump Station	Active	\$560,000
FE21-07	Liquid Oxygen Tank A Replacement at Plant No. 2	Active	\$5,200,000
FE21-08	Newhope-Placentia Sewer Manhole Replacements	Active	\$1,225,000
<b>Grand Total</b>			<b>\$75,457,500</b>
Number of Chartered Projects			39
Board Approved Program Budget			\$90,000,000
Remaining Unallocated Budget			\$14,542,500



**Engineering Program Contract Performance Report  
For Quarter Ending 6/30/2022**

**Table 12 - Information Technology Capital Program Status Report**

<b>Project Number</b>	<b>Project Name</b>	<b>Status</b>	<b>Allocated Budget</b>
IT18-09	Records Management Information System	Active	\$290,530
IT19-01	IT Safety VPP Systems (IT19-01)	Active	\$210,000
IT19-05	IT P1 & P2 Data Refresh (IT19-05)	Active	\$1,200,000
IT20-05	Client Management Modernization (ICE-69_IT20-05) 6520005	Active	\$99,000
IT20-06	Nintex Workflow Cloud Implementation (ICE-75_IT20-06) 6520006	Active	\$350,000
IT20-07	Professional Services for Valo/SharePoint (ICE-74_IT20-07) 6520007	Active	\$100,000
IT20-08	Field Computer for Nerissa and Interface with LIMS(ICE-68_IT20-07) 6520008	Active	\$121,000
IT20-09	ITSM Migration (ICE-70_IT20-09) 6520009	Active	\$797,000
IT20-10	Digitize Quality Assurance Tracking Processes /TNI/ELAP Standards(ICE-76_IT20-10) 6520010	Active	\$145,700
IT20-12	Web-based Cloud Proxy Security with an Isolation Platform (ICE-78_6520012)	Active	\$50,000
IT21-01	Access Network Equipment Obsolescence Replacement (ICE-79_IT21-01) 6521001	Active	\$1,249,500
IT21-02	Hyper Converged Infrastructure for Plant 1 ICS network (ICE-80 IT21-02) 6521002	Active	\$610,000
IT21-03	Door Access Control System for P2 Construction Management Trailers (ICE-83_IT21-	Active	\$79,706
IT21-04	Databridge Scale Management Software (ICE - 84_IT21-04)	Active	\$39,263
IT21-05	JD Edwards Server Migration and Upgrade (ICE - 86_IT21-05)	Active	\$88,000
IT21-06	Dig-Smart Fusion (ICE - 89_I6521006_T21-06)	Active	\$27,000
IT21-07	Advanced Email Security (ICE - 90_I6521007_T21-07)	Active	\$50,000
IT22-01	Fortigate Firewall Replacement (ICE - 92_IT22-01)	Active	\$275,000
IT22-02	Two Routers and Two Switches for Dual ISPs (ICE - 94_IT22-02)	Active	\$80,000
<b>Grand Total</b>			<b>\$5,861,699</b>
Number of Chartered Projects			19
Board Approved Program Budget			\$10,000,000
Remaining Unallocated Budget			\$4,138,301

**Engineering Program Contract Performance Report  
For Quarter Ending 6/30/2022**

**Table 13 - Operations & Maintenance Capital Program Status Report**

<b>Project Number</b>	<b>Project Name</b>	<b>Status</b>	<b>Allocated Budget</b>
SC18-05	P1 Laboratory HVAC Boiler Burner Replacement At Plant No.1	Active	\$454,131
SC19-03	Return Activated Sludge Pump Station Elevator Rehabilitation at Plant No. 2	Active	\$890,000
SC19-06	EPSA Standby Power Generator Control Upgrades at Plant No. 2	Active	\$3,450,000
SC20-02	Ocean Outfall Booster Station Elevator Rehabilitation	Active	\$410,000
<b>Grand Total</b>			<b>\$5,204,131</b>
Number of Chartered Projects			4
Board Approved Program Budget			\$15,622,000
Remaining Unallocated Budget			\$10,417,869

**PART 4 – SUPPLEMENTAL ENGINEERING SERVICES CONTRACT**

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

A status table for the supplemental engineering services contract summary is attached under Table 14, and the supplemental engineering services labor summary can be found under Table 15.

**Table 14 – Supplemental Engineering Services Contract Status**

	<b>Total Fees</b>	<b>Time</b>
Contract	\$41,000,000	86 months <sup>(1)</sup>
Actuals to Date	\$33,081,064 81%	74 months 86%
Remaining	\$7,918,936 19%	12 months 14%

<sup>(1)</sup> Assuming one more 1-year extension

**Table 15 - Supplemental Engineering Services Labor Summary**

	<b>This Quarter</b>	<b>Inception to Date</b>
Labor Hours	14,252	210,607
Full Time Equivalent	31.7	20.6
Labor Costs (no expenses)	\$2,252,212	\$28,181,186
Average Hourly Rate	\$158	\$134

This existing contract can be extended through June 2023. On April 27, 2022, Staff requested and obtained Board’s approval of two new supplemental engineering services agreements. All new resource requests will utilize these two new agreements, while the existing resource requests will either be completed prior under the existing contract or transferred some time in the next year to the new contracts.

## **PART 5 – ON-CALL SERVICES AGREEMENTS**

OC San uses three sets of on-call services agreements for coating inspection and corrosion testing; materials testing, inspection, and other geotechnical testing; and surveying. Services are typically requested by inspection supervisors as needs arise, and the work is generally spread among the available firms.

Table 16 lists the contract limits and funds expended to date for each of the agreements which became effective in May 2019 and expired on April 30, 2022 (PSA2019). The contract limit for Ninyo & Moore was increased from \$300,000 to \$600,000 in April 2020 because that firm was conducting all the associated testing for Newhope-Placentia Trunk Sewer Replacement Project, Project No. 2-72 B&C, and the original contract limit was not adequate. For each of these services, OC San typically uses a single firm for a particular construction contract.

Three new sets of contracts (PSA2022) were approved by the Board on March 23, 2022 and expire on April 30, 2025. The status of these contracts is included in Table 17.

**Engineering Program Contract Performance Report  
for Quarter Ending 6/30/2022**

**Table 16 - On Call Service Agreements Status Report**

	Consultant	Contract Limit	Total Costs Incurred	Remaining
<b>PSA2019</b>				
<b>Coating Inspection and Corrosion Testing Services (PSA2019-001)</b>				
	Corrpro Companies, Inc.	\$200,000	\$18,400	\$181,600
	CSI Services, Inc.	\$200,000	\$77,974	\$122,026
	On-Site Technical Services, Inc.	\$200,000	\$0	\$200,000
<b>Materials Testing, Inspection, &amp; Geotech Testing Services (PSA2019-003)</b>				
	Atlas Technical Consultants	\$300,000	\$264,788	\$35,213
	Koury Engineering and Testng, Inc.	\$300,000	\$187,111	\$112,890
	Ninyo & Moore	\$600,000	\$560,955	\$39,045
<b>Surveying Services (PSA2019-002)</b>				
	Bush and Associates, Inc.	\$200,000	\$10,846	\$189,154
	Cannon Corporation	\$200,000	\$110,911	\$89,089
	D.Woolley & Associates	\$200,000	\$71,667	\$128,333
	Michael Baker International, Inc.	\$200,000	\$170,422	\$29,578
	Stantec Consulting Services, Inc.	\$200,000	\$100,527	\$99,473

**Engineering Program Contract Performance Report  
for Quarter Ending 6/30/2022**

**Table 17 - On Call Service Agreements Status Report**

	Consultant	Contract Limit	Total Costs Incurred	Remaining
<b>PSA2022</b>				
<b>Coating Inspection Services (PSA2022-001)</b>				
	CSI Services, Inc.	\$300,000	\$0	\$300,000
	Diversified Project Services Int'l (DPSI)	\$300,000	\$0	\$300,000
<b>Geotechnical Testing Services (PSA2022-003)</b>				
	AESCO	\$400,000	\$0	\$400,000
	Atlas Technical Consultants	\$400,000	\$0	\$400,000
	Koury Engineering and Testng, Inc.	\$400,000	\$0	\$400,000
	MTGL, Inc	\$400,000	\$0	\$400,000
<b>Surveying Services (PSA2022-002)</b>				
	D.Woolley & Associates	\$200,000	\$0	\$200,000
	Michael Baker International, Inc.	\$200,000	\$1,726	\$198,275
	Psomas	\$200,000	\$0	\$200,000
	Stantec Consulting Services, Inc.	\$200,000	\$0	\$200,000



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2462

**Agenda Date:** 9/7/2022

**Agenda Item No:** 5.

---

**FROM:** James D. Herberg, General Manager  
Originator: Riaz Moinuddin, Director of Operations & Maintenance

**SUBJECT:**

**ANIONIC POLYMER SPECIFICATION NO. C-2021-1252BD CONTINGENCY INCREASE**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a unit price contingency increase of 5% for a total annual contingency amount of 15% to the Anionic Polymer Specification No. C-2021-1253BD contract with Polydyne, Inc. for the term of November 1, 2022 through October 31, 2023; and
- B. Approve a unit price contingency increase of 5% for the remaining three, one-year renewal periods; for a total annual contingency amount of 15%.

**BACKGROUND**

Anionic polymer and ferric chloride are added to the primary influent at both Orange County Sanitation District (OC San) Plant Nos. 1 & 2 to enhance organic removal and improve settling of suspended solids during primary treatment. This is defined as chemically enhanced primary treatment (CEPT).

Solids and organics not captured and removed in primary treatment are converted into biological solids in secondary treatment. Secondary treatment is more energy intensive and secondary solids are more difficult to digest, have lower methane production, and higher dewatering and biosolids hauling costs relative to primary solids.

**RELEVANT STANDARDS**

- Meet volume and water quality needs for the GWRS
- 24/7/365 treatment plant reliability

**PROBLEM**

The proposed unit cost has increased beyond the approved annual contingency amount. Propylene and acrylonitrile (two key raw materials in anionic polymer) have seen over a 40% average increase in a year-over-year comparison. Freight continues to be a record high, up 34% over the last 12 months, impacting raw materials and shipping costs.

## PROPOSED SOLUTION

Staff recommends the Board of Directors approve a contingency increase.

## TIMING CONCERNS

The existing agreement expires on October 31, 2022.

## RAMIFICATIONS OF NOT TAKING ACTION

If anionic polymer is not used in the primaries, it will result in increased solids and organics loading to the secondary treatment plants. Increased energy usage and operating costs can be expected. Less solids captured from the primary treatment process reduces digester gas production.

## PRIOR COMMITTEE/BOARD ACTIONS

September 2021 - Approved a Chemical Supplier Agreement to Polydyne, Inc. for the purchase of Liquid Anionic Polymer, Specification No. C-2021-1252BD, for the period of November 1, 2021 through October 31, 2022, for a unit price of \$4.50 per active pound delivered, plus applicable sales tax for a total estimated annual amount of \$685,125, with four, one-year renewal options; and approved an annual unit price contingency of 10%.

## 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 in the FY2022-2023 Operating Budget, Division 830, Supplies line item (Section 6, Page 84) and Division 840, Supplies line item (Section 6, Page 88). The available funding is sufficient for this action.

## ATTACHMENT

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

N/A

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# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2468

**Agenda Date:** 9/7/2022

**Agenda Item No:** 6.

---

**FROM:** James D. Herberg, General Manager  
Originator: Riaz Moinuddin, Director of Operations & Maintenance

**SUBJECT:**

**COLLECTION SYSTEM CONDITION MONITORING SERVICE**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION: Recommend to the Board of Directors to:

Approve a contingency increase of \$17,777 (10%) to an existing five-year Service and Monitoring Purchase Order Agreement (107432-OB) of \$177,778 with Hadronex, Inc. dba SmartCover Systems for field device communication and monitoring services, for a new total contingency of \$35,554 (20%).

**BACKGROUND**

The SmartCover Systems devices are deployed in the Orange County Sanitation District (OC San) collection system at critical locations. These locations are monitored in real-time for water level changes and hydrogen sulfide gas generation. Staff is alerted when undesirable conditions arise and responds to rectify the situation. Additionally, these monitors are employed for hydrogen sulfide gas generation monitoring to determine the optimal chemical dosing rates and locations for odor and corrosion suppression.

In December 2021, the Board of Directors approved a Service and Monitoring Purchase Order Agreement to SmartCover Systems for a total amount not to exceed \$177,778 and a contingency of \$17,777 (10%). The term covers a five-year period through September 30, 2026, to remotely monitor sewer conditions, potential sewer overflows, and hydrogen sulfide gas generation in the collection system.

**RELEVANT STANDARDS**

- Protect OC San assets
- Achieve less than 2.1 sewer spills per 100 miles
- 12 or fewer odor complaints per year under normal operating conditions in the collection system

**PROBLEM**

The current agreement authorization of funds is insufficient to cover the price increase associated with additional units that are requested. The cost of \$29,803.62 for five additional units exceeds the original contingency amount approved for this purpose. It is also anticipated that additional units need to be installed for monitoring in other locations in the collection system, which require additional funding. Service renewal costs for the additional units have increased beyond what the original contingency of 10% can cover.

**PROPOSED SOLUTION**

Approve an additional contingency of 10% to cover the costs of added units to increase monitoring coverage and prevent service interruptions.

**TIMING CONCERNS**

A service interruption will occur if no action is taken to add funding for the additional monitoring units.

**RAMIFICATIONS OF NOT TAKING ACTION**

The resulting service interruption will lead to the inability to monitor these locations for potential sewer spills and excessive hydrogen sulfide gas generation.

**PRIOR COMMITTEE/BOARD ACTIONS**

December 2021 - Approved a Five-Year Service and Monitoring Purchase Order Agreement with Hadronex, Inc dba SmartCover Systems for field device communication and monitoring services, for the total amount of \$177,778 billed in annual installments; and approved a contingency of \$17,777 (10%).

**ADDITIONAL INFORMATION**

The additional five units requested are not in the scope of the original service agreement for thirty-one units with SmartCover Systems. Staff identified the additional locations based on a need to monitor field conditions and mitigate sewer spill risk and excessive chemical use.

**CEQA**

N/A

**FINANCIAL CONSIDERATIONS**

This request complies with the authority levels of OC San's Purchasing Ordinance. This budgeted recommendation is in the FY2022-2023 Budget, Operations and Maintenance Department, Division 820, Repairs and Maintenance line item, Operating Expense, Section 6 Page 72. The available funding is sufficient for this action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
12/01/2021	\$177,778	\$17,777 (10%)
09/28/2022		\$17,777 (10%)

**ATTACHMENT**

*The following attachment(s) may be viewed online at the OC San website ([www.ocsan.gov](http://www.ocsan.gov)) with the complete agenda package:*

N/A



# OPERATIONS COMMITTEE

Administration Building  
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(714) 593-7433

## Agenda Report

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**File #:** 2022-2469

**Agenda Date:** 9/7/2022

**Agenda Item No:** 7.

---

**FROM:** James D. Herberg, General Manager  
Originator: Riaz Moinuddin, Director of Operations & Maintenance

**SUBJECT:**

**PLANT NO. 1 ACTIVATED SLUDGE AERATION DIFFUSER MEMBRANE REPLACEMENT REPAIR**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION:

- A. Approve a Purchase Order Contract to SS Mechanical Construction Corp. to provide Aeration Basin Disc Replacement, Specification No. S-2022-1334, for a total amount not to exceed \$171,930 for the period beginning October 1, 2022, through September 30, 2023, with four (4) one-year renewal options; and
- B. Approve an annual contingency of \$17,193 (10%).

**BACKGROUND**

The Activated Sludge Process uses fine bubble diffusion aeration systems to treat primary effluent by dissolving oxygen in the primary effluent to support highly concentrated bacteria which metabolizes organic matter in wastewater. There are 16 reactor basins with 8,500 individual rubber membranes located at the bottom of each reactor basin at Orange County Sanitation District (OC San) Plant No. 1. Compressed air is piped to the individual membranes and forced through tiny holes in the rubber membranes making fine bubbles.

The rubber membranes have an approximate life expectancy of 7 to 10 years. The discs must be replaced as the holes in the discs become stretched or clogged and the rubber becomes brittle. As a result, the efficiency of the whole system is diminished.

**RELEVANT STANDARDS**

- Meet volume and water quality needs for the GWRS
- Maintain a proactive asset management program
- Maintain a culture of improving efficiency to reduce the cost to provide the current service level or standard

**PROBLEM**

Some of the Plant No. 1 Activated Sludge diffuser membranes have been in operation for over 10 years and need replacement. As a result, the oxygen transfer efficiency has diminished which results in higher energy costs.

**PROPOSED SOLUTION**

Approve a low bid Purchase Order Contract with SS Mechanical Construction Corp. (Spec. No. S-2022-1334) to replace the aeration diffusers in three reactor basins per year at Plant No. 1 Activated Sludge facilities.

**TIMING CONCERNS**

The fine bubble air diffusers that cover the bottom of the aeration basins have become clogged or stretched over time resulting in much greater costs in air compressor energy usage for appropriate oxygen transfer to support the activated sludge treatment process.

**RAMIFICATIONS OF NOT TAKING ACTION**

Inefficient oxygen transfer results in higher energy costs. In addition, there are various known issues, such as leaks which are affecting the performance of Plant No. 1 Activated Sludge Plants Nos 1 & 2. If not corrected, the Plant performance will eventually drop to unacceptable levels, negatively affecting effluent water quality, Ground Water Replenishment System production, and OC San operations.

**PRIOR COMMITTEE/BOARD ACTIONS**

N/A

**ADDITIONAL INFORMATION**

OC San issued a Notice Inviting Bids in June of 2022. Eight (8) bids were received as follows:

Company Name	Bid	Determination
SS Mechanical Construction Corp.	\$171,930.00	Responsive
MPK Solutions General A Eng Contractor	\$196,980.39	Responsive
J.R. Filanc Construction Co. Inc.	\$197,100.00	Responsive
Vicon Enterprise Inc.	\$198,000.00	Responsive
Abhe & Svoboda Inc.	\$209,751.00	Responsive
Tharsos Inc.	\$237,666.00	Responsive
Downstream Services, Inc.	\$241,584.00	Responsive
Garney Pacific, Inc.	\$585,000.00	Responsive

SS Mechanical Construction Corp. was found to be the lowest responsive and responsible bidder. Therefore, staff recommends approving a Purchase Order Contract to SS Mechanical Construction Corp.

A contingency of 10% is recommended because of the potential for additional work which may be required once the aeration system is disassembled.

**CEQA**

N/A

**FINANCIAL CONSIDERATIONS**

This request complies with the authority levels of OC San's Purchasing Ordinance. This recommendation will be funded under the Repairs and Maintenance line item for the Plant No. 1 Maintenance Division (Adopted Budget Fiscal Year 2022-23 and 2023-24, Section 06, Page 92), and the available funding is sufficient for this action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
09/07/2022	\$171,930	\$17,193 (10%)

**ATTACHMENT**

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

N/A



# OPERATIONS COMMITTEE

Administration Building  
10844 Ellis Avenue  
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(714) 593-7433

## Agenda Report

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**File #:** 2022-2452

**Agenda Date:** 9/7/2022

**Agenda Item No:** 8.

---

**FROM:** James D. Herberg, General Manager  
Originator: Riaz Moinuddin, Director of Operations & Maintenance

**SUBJECT:**

**QUARTERLY ODOR COMPLAINT REPORT**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION:

Receive and file the Fiscal Year 2021-22 Fourth Quarter Odor Complaint Report.

**BACKGROUND**

During the fourth quarter of FY 2021-22, the Orange County Sanitation District (OC San) had the following attributable odor complaints: Plant No. 1 had two attributable odor complaints, Plant No. 2 had three attributable odor complaints, and the collection system had three attributable odor complaints. A summary of the odor complaints with a table tracking the history is included as an attachment.

**RELEVANT STANDARDS**

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

**ATTACHMENT**

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

- FY 2021-22 Fourth Quarter Odor Complaint Report

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## Orange County Sanitation District Odor Complaint Report Fiscal Year 2021/22 – 4<sup>th</sup> Quarter

### Plant No. 1 Treatment Facility Odor Complaint Summary

Plant No. 1 received two attributable odor complaints during the 4<sup>th</sup> quarter. Both odor complaints were reported on April 19, 2022. The odor occurred during maintenance work on Headworks Scrubbers Nos. 3 and 4 and Bioscrubber No. 9. Bleach dosing was increased to mitigate odors.

### Plant No. 2 Treatment Facility Odor Complaint Summary

Plant No. 2 received three attributable odor complaints during the 4<sup>th</sup> quarter. One odor complaint was reported on June 13, 2022. Odor originated from the truckloading area. Bleach dosing was increased to the truckloading scrubber to mitigate odor. Two odor complaints were reported on June 30, 2022. Odor originated from draining Trickling Filter B for emergency repairs. Bleach dosing was increased to mitigate odors.

### Collections Facilities Odor Complaint Summary

The Collection System received three attributable odor complaints during the 4<sup>th</sup> quarter. The first complaint in the City of Westminster was caused by fugitive odor emissions originating from an active construction project 3-62 Westminster Force Main Replacement. The project management team and construction inspectors were aware of the odor issue and planned to monitor and address the issue proactively. The second odor complaint occurred in the City of Santa Ana. The odor complaint was caused by sewer pressurization and ventilation of foul odors escaping from a deteriorated manhole cover. The manhole cover was sealed to prevent future fugitive odor emissions. Staff submitted a task order to replace the deteriorated manhole cover. The third odor complaint occurred in the Unincorporated Community of Rossmoor. The odor complaint was caused by a manhole that was not re-sealed after contractor work. The manhole was sealed to prevent future fugitive odor emissions.

### All Odor Complaints Tracking

All Public Complaints	Apr. 2022 to Jun. 2022			1 <sup>st</sup> Qtr FY 21/22	2 <sup>nd</sup> Qtr FY 21/22	3 <sup>rd</sup> Qtr FY 21/22	4 <sup>th</sup> Qtr FY 21/22	Cumulative FY 21/22
	Collections	P1	P2	Total	Total	Total	Total	Total
Attributable to OC San	3	2	3	2	0	2	8	12
Not Attributable to OC San	4	3	4	6	6	10	11	33
<b>Total Public Complaints Received:</b>	<b>7</b>	<b>5</b>	<b>7</b>	<b>8</b>	<b>6</b>	<b>12</b>	<b>19</b>	<b>45</b>





# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2481

**Agenda Date:** 9/7/2022

**Agenda Item No:** 9.

---

**FROM:** James D. Herberg, General Manager  
Originator: Riaz Moinuddin, Director of Operations & Maintenance

**SUBJECT:**

**FLEET VEHICLE REPLACEMENT PURCHASE**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve the purchase of replacement vehicles for OC San's fleet as originally approved in the adopted fiscal year 2022/23 budget in the amounts of:
  - Three light-duty trucks - \$133,500
  - One step van - \$136,900
  - Two medium-duty utility trucks - \$225,000
  
- B. Approve the re-purchase of the remaining replacement vehicles for OC San's fleet as originally approved in the adopted fiscal year 2021/22 budget in the remaining amounts of:
  - One medium-duty truck - \$67,500
  - One heavy-duty truck - \$260,000
  - Ten Hybrid SUVs (AWD) - \$357,400
  - Four light-duty trucks - \$150,000
  
- C. Delegate to the General Manager and Purchasing Manager the authority to purchase the above listed replacement vehicles, through cooperative contracts, at the not to exceed prices listed above, during the fiscal year.

**BACKGROUND**

Orange County Sanitation District (OC San) maintains a fleet of vehicles necessary to meet its business needs. The fleet is comprised of 10 heavy-duty equipment trucks, 25 medium-duty trucks, 77 light-duty trucks, 20 sedans, 15 SUVs, 1 bus, and 19 vans, for a total of 167 vehicles.

The Fleet Services Division systematically replaces vehicles as part of an overall fleet right-sizing and modernization strategy. The replacement is based on the current vehicle's ability to meet the assigned group's needs, vehicle age, maintenance cost, condition, and mileage. All vehicles were identified as required for business needs through a baselining effort during the budget preparation process for the fiscal year 2022/23.

Each year several vehicles are identified for replacement and proposed during the budget preparation process. The Board subsequently approves vehicle procurements under the capital equipment section of the budget in June of each year. To capitalize on the most cost-effective means to purchase the vehicles, OC San enters into a purchase order agreement with cooperatives that work directly with vehicle manufacturers. OC San benefits from eliminating unnecessary added options of the retail market through dealer shopping and ensures adherence with internal vehicle specifications.

Approximately 25% of OC San's vehicles are "Green" or Flex-fuel vehicles. All replacement vehicles are evaluated for "Green" (electric, hybrid, CNG) technology application to ensure adherence with the appropriate regulations.

### **RELEVANT STANDARDS**

- Participate in local, state, and national cooperative purchasing programs
- Ensure the public's money is wisely spent
- Maintain a proactive asset management program

### **PROBLEM**

Vehicle manufacturing has been disrupted due to global events affecting raw materials and supply chains. Models identified by OC San for replacement have been affected by tight vehicle supplies with quickly changing order cutoff deadlines due to industry demand. This has resulted in OC San losing the ability to replace vehicles within its fleet and cost effectively procure vehicles.

### **PROPOSED SOLUTION**

Enter into purchase order agreements with cooperative providers to allow the ability to quickly adapt to unpredictable order deadline windows for factory build systems. Authorize the General Manager and Purchasing Manager to execute purchase orders with cooperative agreements for vehicle purchases. This will enable staff to meet flexible and changing manufacturer order deadlines for the purchase of vehicles.

### **TIMING CONCERNS**

Due to supply chain issues, vehicle manufacturers are prematurely closing ordering windows. Manufacturer order periods for the coming model year are late to open and expected to remain open for only a short number of days, instead of six months.

### **RAMIFICATIONS OF NOT TAKING ACTION**

The vehicles selected for replacement are unreliable, deteriorating, costly, no longer economical to maintain, and lack modern safety features currently required for fleet vehicles. Unscheduled maintenance costs are increasing and vehicle reliability will compromise the mobility needs of staff.

**PRIOR COMMITTEE/BOARD ACTIONS**

N/A

**ADDITIONAL INFORMATION**

OC San proceeded to purchase Board approved replacement vehicles in the fiscal year 2021/22 and was not successful due to the unpredictability of the manufacturer ordering time frames.

**CEQA**

N/A

**FINANCIAL CONSIDERATIONS**

This request complies with authority levels of OC San's Purchasing Ordinance. This item is budgeted. Section 08, page 94 of FY2022-23 and Section A, page 16 of FY2021-22 Update.

**ATTACHMENT**

*The following attachment(s) may be viewed online at the OC San website ([www.ocsan.gov](http://www.ocsan.gov)) with the complete agenda package:*

N/A



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2194

**Agenda Date:** 9/7/2022

**Agenda Item No:** 10.

---

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

**SUBJECT:**

**OC SAN REGULATORY COMPLIANCE UPDATE**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION:

Information Item.

**BACKGROUND**

Each month, staff provides an informational presentation on topics of interest to the Board of Directors. This month's topic: Orange County Sanitation District Environmental Services will present an update on regulatory compliance.

**RELEVANT STANDARDS**

- Comply with the Clean Water Act
- Safe, beneficial reuse of Biosolids
- Meet volume and water quality needs for the GWRS

**ATTACHMENT**

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

- Presentation

# Environmental Compliance Program

Presented by:  
Tom Meregillano,  
Environmental  
Supervisor

Environmental Services  
Department

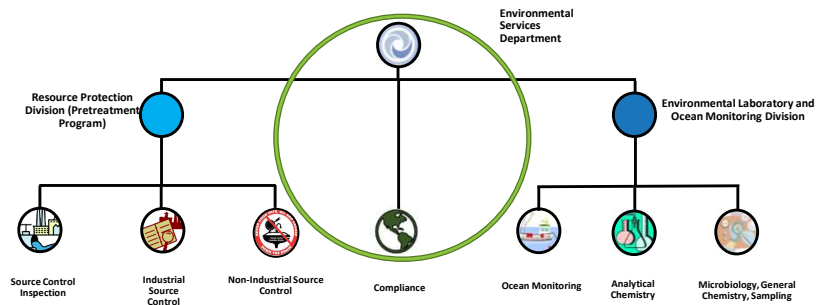
Operations Committee  
Meeting

September 7, 2022



1

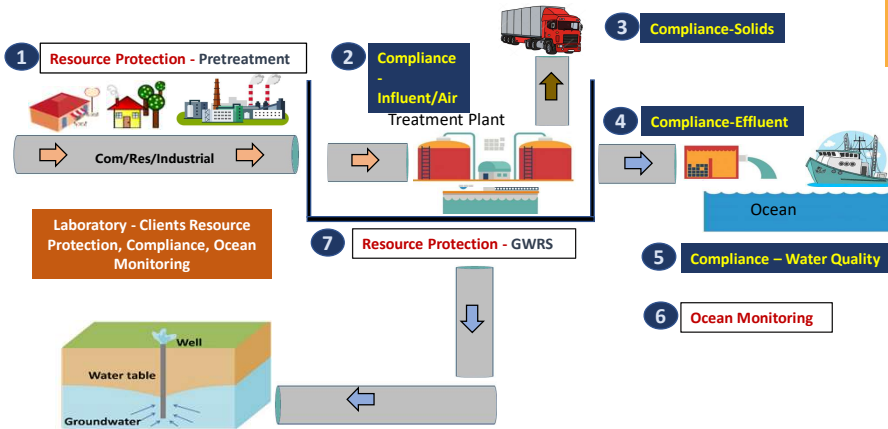
## Environmental Services Department



2

2

# Environmental Services Department



3

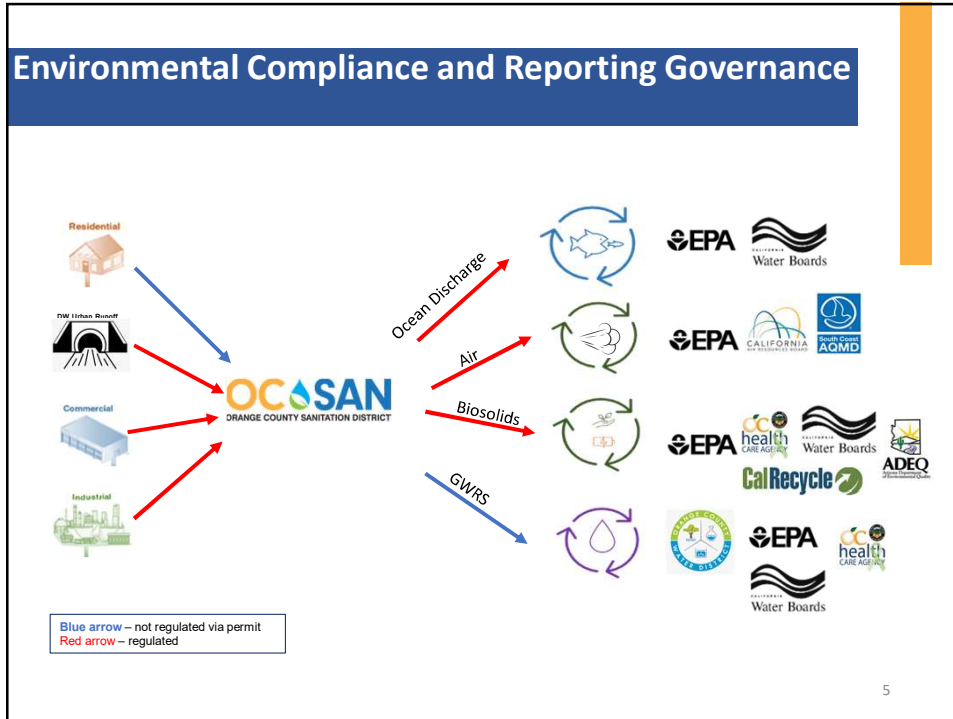
3

# Environmental Compliance and Reporting Governance

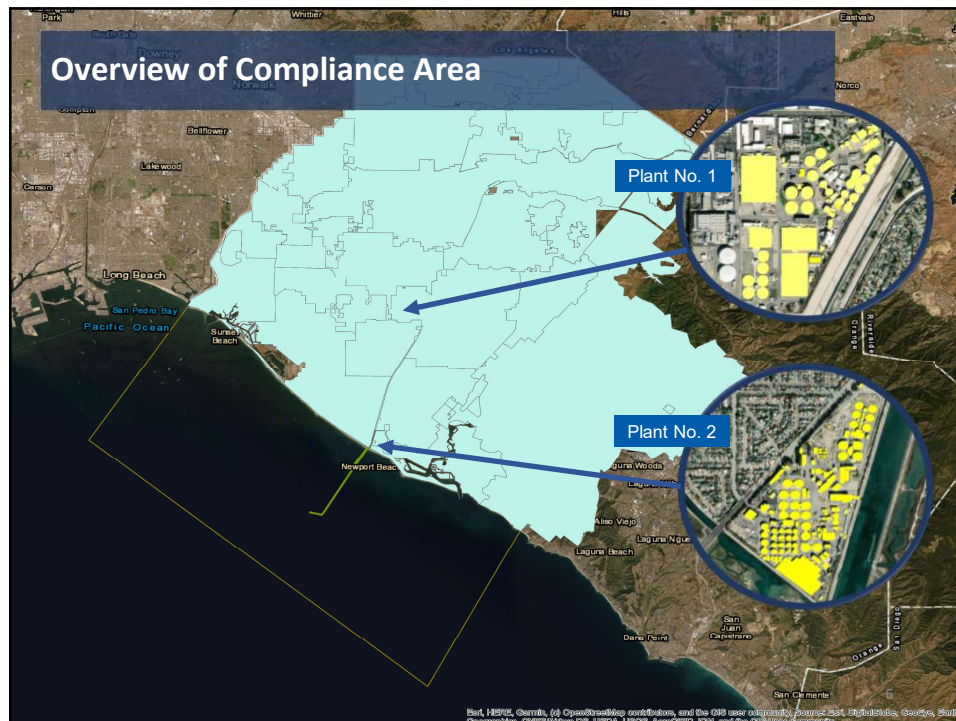


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6

## Overview of Compliance Area



7

## NPDES Permit – Discharge Monitoring Reporting

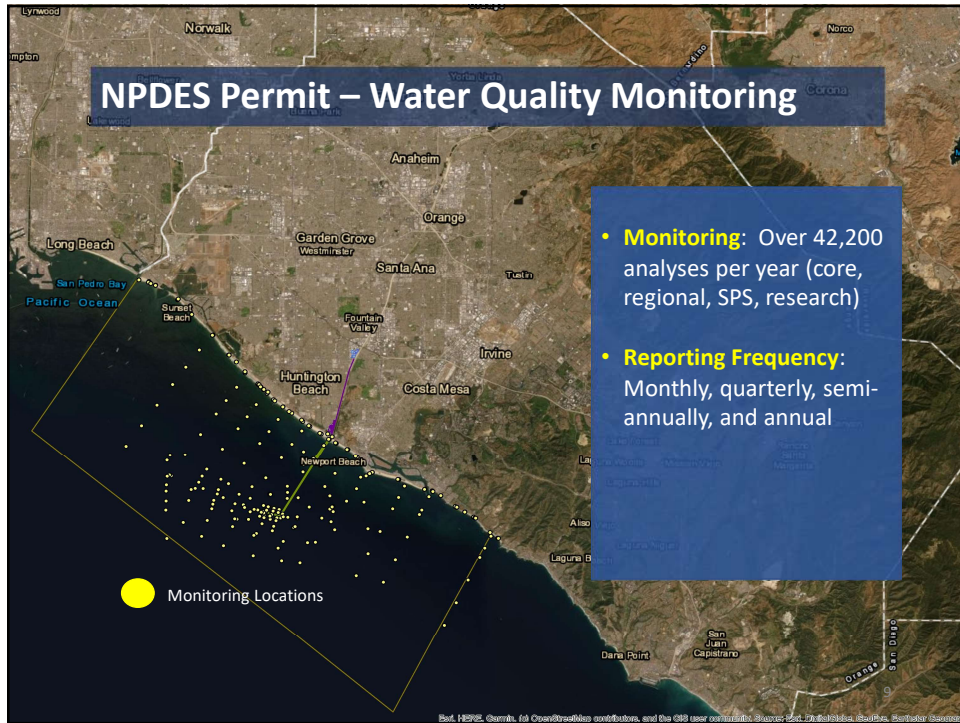
- **Regulatory Driver:** NPDES Permit – Discharge limits and Performance Goals
- **Monitoring:** Over 12,500 analyses per year
- **Reporting Frequency:** Monthly, quarterly, semi-annually, and annual
- **Inspections:** EPA and Regional Water Quality Control Board
- **Internal Audits:** Annual



8

8





9



10

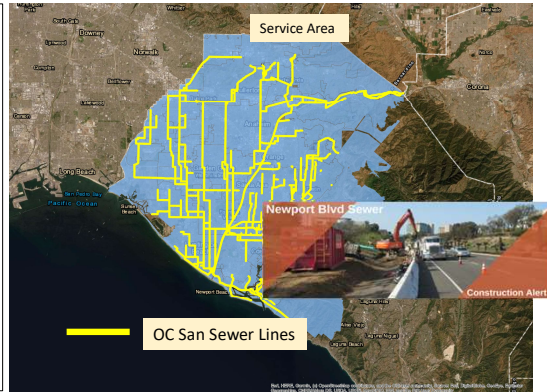
## Stormwater and Sanitary Sewer Overflow Reporting

**Regulatory Driver:** NPDES (Stormwater Section), General Orders - SSSWDR and Construction Stormwater, UST/ABT regulations

**Inspections:** Frequent inspections

**Reporting:** Monthly reporting, and incident reporting

**Internal Audit:** Stormwater Annual and Sanitary Sewer System Biennial



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## Working Smarter

- Collaboration with regulators
- Regulatory advocacy
- Internal audit program
- Interactive compliance and regulatory tracker dashboards



Environmental Compliance Awareness Program

- Status OK
- ▲ Status Warning
- Status Warning

Active Compliance Tasks Only

Area	Status	OK	Warning	Problem	Total
Air Quality	●	2	0	0	2
Biosolids	▲	5	1	0	6
Discharge Monitoring	●	2	0	0	2
Environmental Auditing	●	0	0	0	0
Hazardous Waste and Materials	●	2	0	0	2
Interplant Gas Line	●	0	0	0	0
Ocean Monitoring	●	6	0	0	6
Post Construction Mitigation	●	0	0	0	0
Resource Protection	●	0	0	0	0
Sanitary Sewer Overflows	●	0	0	0	0
Stormwater	●	1	0	0	1
Underground Storage Tanks	●	1	0	0	1

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## Future Concerns and Collaborations

- Organic Diversion – Food Waste
- Constituents of Emerging Concern – PFAS, Microplastics, Flame Retardants, Pharmaceutical and Personal Care Products
- Harmful Algal Bloom
- AB 617 Implementation – California Air Resources Board

13

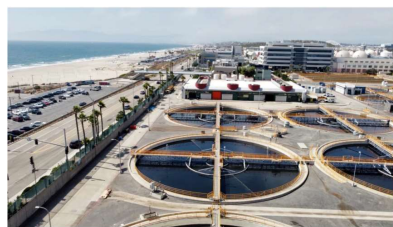
13

## Noncompliance Risk and Liabilities

LOCAL NEWS NEWS

### Hyperion plant still releasing partially treated sewage 5 miles offshore

Wastewater is not being treated to the level that it is normally treated because of the damage to the plant, says a water quality board official



The Los Angeles Register Water Quality Board is monitoring Los Angeles to control untreated effluent monitoring area to provide daily reports about ongoing discharges at the Hyperion Water Purification Plant. Sign at Occidental State Beach across the street from the plant, advise people that contact with the water may cause illness. (F. Pappas for the Los Angeles Register, Oct. 26, 2021. (Photo by Chris McLaughlin/Chris McLaughlin)

Fines: Up to \$25,000 per day

THE ORANGE COUNTY REGISTER

NEWS LOCAL NEWS

### Record sewage spill hits Laguna Beach just after council approves more funding for sewer maintenance

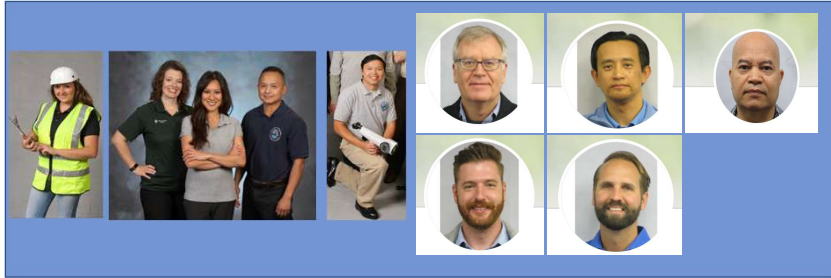


Beach goers walk to avoid the algae problem along the coastline at Occidental State Beach in Laguna Beach on Friday, November 26, 2021. Following a weather system that hit about 100 miles offshore the coast of Orange County, the Orange County Register's reporter covered the impact on the popular beach town of Laguna Beach. (Photo by Chris McLaughlin/Chris McLaughlin)

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## Meet the Team



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## Questions

Contact:

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# OPERATIONS COMMITTEE

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## Agenda Report

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**File #:** 2022-2483

**Agenda Date:** 9/7/2022

**Agenda Item No:** 11.

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

**SUBJECT:**

**SUPERCRITICAL WATER OXIDATION RESEARCH PROJECT**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION:

Information item.

**BACKGROUND**

The Orange County Sanitation District (OC San) collects and processes 185 million gallons of wastewater every day. Cleaning this water results in concentrated solids called sludge and scum. These energy rich solids are processed through anaerobic digestion to create methane-rich gas and biosolids. The methane-rich gas is cleaned and used in the treatment plants to make electricity and heat. Biosolids are the residual material commonly used in the agricultural industry as a soil amendment.

OC San continues to actively pursue management options to maintain a long-term program that promotes beneficial use of biosolids. In accordance with the principles of its biosolids management policy (Resolution No. OCSD 13-03), OC San maintains a diverse portfolio of biosolids management options that utilize multiple contractors, facilities, and product markets, while maintaining fail-safe, back-up options. This portfolio ensures that OC San has reliable options for managing the material should regulations, market conditions, severe weather, or other situations impact any one management option.

Staff has also been following a new technology for solids treatment for several years that takes advantage of a unique property of water at high temperature and pressure. The technology presents an opportunity to convert all complex organic material (including plastics and PFAS) to more basic and benign compounds like nitrogen, water, carbon dioxide, and mineral salts.

A new company, 374Water Systems, Inc. (374Water), with a novel, simpler process design, was moving to scale-up the process technology from a one-ton-per-day unit patented and operating at Duke University in North Carolina. Assistant General Manager Rob Thompson witnessed the operation of the unit in North Carolina in May 2021. OC San entered into an agreement with 374Water to scale up and operate a six-ton-per-day unit as part of OC San's research program and, if successful, potentially a thirty-ton-per-day unit.

It is also important to note that this process will only treat concentrated solids streams, not the entire water flow. Part of the research process will be to document the ability of the system to destroy plastics, PFAS type compounds, and other constituents of emerging concern that can be concentrated in sludge streams. The proposed research/demonstration program would be capable of treating raw primary and secondary sludge, biosolids, and food waste.

OC San has a long history of researching new and innovative technologies to improve wastewater treatment and resource recovery.

Staff will provide an update on the assembly of the new six-ton-per-day unit, the AQMD permit process and air emissions testing, the design of the site preparation project that will be competitively advertised and bid, the status of potential federal funding, and the opportunity to partner with other government agencies on this research project.

### **RELEVANT STANDARDS**

- Provide technology leadership to the wastewater industry
- Search for technology solutions to neutralize constituents of emerging concern
- Maintain a culture of improving efficiency

### **PRIOR COMMITTEE/BOARD ACTIONS**

December 2021 - Approved a Professional Services Agreement to 374Water Systems, Inc. for the Supercritical Water Oxidation Demonstration at Plant No. 1, Project No. RE21-01, to provide goods and services for demonstration of the 374Water AirSCWO Nix6 System, for an amount not to exceed \$5,139,000; and approved contingency funds for Project No. RE21-01 for a combined total not to exceed \$514,000 (10%).

November 2021 - Operations Committee deferred consideration of the project until the next meeting and requested additional information regarding the item.

July 2021 - Operations Committee Information Item.

### **ADDITIONAL INFORMATION**

The site and utilities design work for this project is being finalized by 374Water. The execution of the Public Works site and utilities work will be competitively bid by OC San under an upcoming separate procurement.

### **CEQA**

The project is exempt from CEQA and a Notice of Exemption was filed with the OC Clerk-Recorder on November 23, 2021.

**FINANCIAL CONSIDERATIONS**

The approved item will be funded through the Research Program (M-RESEARCH) and has been budgeted (FY2022-23, Section 8, Page 10).

To ensure the project budget to construct the site improvements is adequate, OC San worked with 374Water on the accuracy of the most recent construction cost estimate. This construction cost estimate did increase significantly. However, there is adequate budget in the Research Program to accommodate this increase.

**ATTACHMENT**

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

N/A

## ORANGE COUNTY SANITATION DISTRICT COMMON ACRONYMS

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



## ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

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**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**

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**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.