

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT, (hereinafter referred to as "Agreement"), is made and entered into to be effective on November 20, 2024, by and between the ORANGE COUNTY SANITATION DISTRICT, (hereinafter referred to as "OC SAN"), and HAZEN AND SAWYER, (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 to assist OC SAN develop a Progressive Design-Build Program, provide support to implement such program on specific projects, and provide engineering support services during the development, design, and construction phases of such projects ("Services") under Project No. **PDB24-00, Progressive Design-Build Owner Advisor, Program Management, and Professional Engineering Support Services**; and

WHEREAS, CONSULTANT is qualified to provide the necessary services in connection with these requirements by virtue of required experience, training, and expertise and has agreed to provide the necessary services; and

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

WHEREAS, at its regular meeting on November 20, 2024, the Board of Directors, by Minute Order, accepted the recommendation of the Operations Committee to approve this Agreement.

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

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

- A. CONSULTANT agrees to furnish the necessary services to accomplish the elements outlined in the Scope of Work attached hereto as Attachment "A" and by this reference made a part of this Agreement ("Scope of Work").
- B. CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the work and Services furnished by 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 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 CONSULTANT or its Subconsultants.
- C. CONSULTANT is responsible for the quality of work prepared under this Agreement and shall ensure that all work is performed to the highest engineering and professional standards for clarity, uniformity, accuracy, and completeness, and in a

reasonable, professional, and workmanlike manner. 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 comments 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.)

- D. In the event that CONSULTANT's services and/or work product(s) are not performed to the satisfaction of OC SAN and/or do not conform to the requirements of this Agreement or the applicable industry standards, CONSULTANT shall, without additional compensation, promptly correct or revise or have corrected or revised any errors or deficiencies in its work product(s), including, but not limited to, designs, drawings, specifications, or other services within the timeframe specified by the Project Manager.
- E. Any CADD drawings, figures, and other work shall be produced using OC SAN's 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 CONSULTANT are subject to review and require advance written approval of OC SAN.

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

- F. All Services performed by CONSULTANT and/or for the projects under the Agreement, including, but not limited to, all drafts, data, correspondence, templates, proposals, estimates, and reports compiled or composed by CONSULTANT and/or for the projects under the Agreement, 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 CONSULTANT, at the time that it was disclosed to CONSULTANT by OC SAN, or (b) subsequently becomes publicly known to CONSULTANT other than through disclosure by OC SAN.

## **2. TERM**

The term of the Agreement shall be for three (3) years. At the sole discretion of OC SAN, the Agreement may be renewed for two (2) optional terms of two (2) years each. The second two-year renewal option may be exercised by OC SAN only if the PDB sunset date is extended by the California Legislature. OC SAN shall have no obligation to renew the Agreement nor to give a reason if it elects not to renew it.

### 3. 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 Nineteen Million Three Hundred Forty Thousand Dollars (\$19,340,000). 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 the projects under this Agreement and paid to the personnel of CONSULTANT. Upon OC SAN's request, CONSULTANT shall provide OC SAN with certified payroll records of all employees' work that is charged to the projects under this Agreement.

#### 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 the projects under this Agreement 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. 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 this Section 3.

G. Other Direct Costs

OC SAN shall pay to CONSULTANT and Subconsultants for Other Direct Costs incurred by CONSULTANT and its Subconsultants due to modifications to the Scope of Work resulting from field investigations and field work required by the Agreement. These items may include other services not previously identified. Refer to attachment “D” Allowable Direct Costs for payment information.

H. Reimbursable Direct Costs

OC SAN will reimburse CONSULTANT for reasonable travel and business expenses as described in this section and further described in Attachment “D” – Allowable Direct Costs attached to this Agreement. The reimbursement of the above-mentioned expenses will be based on an “accountable plan” as considered by the 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 <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

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 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 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 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 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.

**4. 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.

**5. 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 15 - AUDIT PROVISIONS.

B. CONSULTANT will submit monthly statements covering services and/or work performed for payment for those items included in Section 3 - COMPENSATION 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: (a) current billing period invoicing, (b) current billing period “total percent invoiced to date”, (c) future activities, (d) previous billing period “total invoiced to date”, (e) potential

items that are not included in the Scope of Work, (f) concerns and possible delays, (g) percentage of completion to date, and (h) 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 work under this Agreement 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 3 - 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 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 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.

**6. TIME IS OF THE ESSENCE**

Time is of the essence on this Agreement. CONSULTANT shall prepare and obtain approval of all work related to the Services, as required, and do all other things necessary and incidental to the prosecution of CONSULTANT's work in conformance with applicable progress schedule(s).

**7. PREVAILING WAGES**

To the extent CONSULTANT intends to utilize employees who will perform work related to the Services under this Agreement, as more specifically defined under Labor Code section 1720, CONSULTANT shall be subject to prevailing wage requirements with respect to such employees.

**8. 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 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. 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 Labor Code section 1776 may be deducted from progress payments per Labor code section 1776.
- C. Pursuant to Labor Code section 1776, 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. 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).

## 9. 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, templates, plans, studies, sketches, drawings, specifications, computer printouts, disk files, and electronic copies prepared in connection with or related to the Scope of Work or other 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 CONSULTANT's 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, CONSULTANT shall have the right to make copies of all such templates, plans, studies, sketches, drawings, computer printouts, disk files, and specifications.

### B. CONSULTANT shall not be responsible for damage caused by subsequent changes to or uses of the deliverables 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.

## 10. INTELLECTUAL PROPERTY

### A. All rights, title, and interest in all intellectual property conceived or developed in the course of this Agreement shall be the property of OC SAN. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information, and software.

### B. CONSULTANT shall not use or disclose any intellectual property conceived or developed under this Agreement, except: (a) intellectual property in the public domain through no fault of CONSULTANT, (b) intellectual property which CONSULTANT can prove was received by it from a third party owing no duty to OC SAN, and (c) intellectual property for which CONSULTANT has received express, written permission from OC SAN to use or disclose under the terms of this Agreement.

### C. CONSULTANT shall promptly notify OC SAN, in writing, of all intellectual property conceived or developed in the course of this Agreement.

### D. CONSULTANT shall assign to OC SAN and does hereby assign to OC SAN all right, title, and interest to intellectual property conceived or developed by CONSULTANT in the course of this Agreement.

### E. When requested by OC SAN, upon the completion of the Services, or upon termination of this Agreement, CONSULTANT shall return all documents and other



tangible media containing intellectual property developed by CONSULTANT during the course of this Agreement, including all prototypes and computer programs.

- F. When requested by OC SAN or upon termination or expiration of this Agreement, CONSULTANT shall promptly erase copies of all OC SAN's intellectual property from CONSULTANT's computers.

## 11. 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

CONSULTANT shall maintain during the life of this Agreement, commercial general liability insurance written on an occurrence basis providing the following minimum limits of liability coverage: Two Million Dollars (\$2,000,000) per occurrence with Four Million Dollars (\$4,000,000) 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

projects under this Agreement. 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 projects under this Agreement. 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

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 One Million Dollars (\$1,000,000). 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 to OC SAN.

F. Workers' Compensation Insurance

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 Five Million Dollars (\$5,000,000) 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

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

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, 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  
18480 Bandilier Circle  
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 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

CONSULTANT shall be responsible to establish insurance requirements for any Subconsultant hired by 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 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.

## 12. 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 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.

## 13. 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 the projects 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 3 - COMPENSATION.

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

#### **14. ENGINEERING REGISTRATION**

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.

#### **15. 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 CONSULTANT is in compliance with all requirements under this Agreement. 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. 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, 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 CONSULTANT will be available to assist OC SAN's auditor in obtaining all project-related accounting records, documents, and any other financial data.

#### **16. 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, reviewing, and terminating 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.

## **17. 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  
18480 Bandilier Circle  
Fountain Valley, CA 92708  
Attention: Digna Olmos, Principal Contracts Administrator  
Copy: Don Cutler, Engineering Manager

CONSULTANT:  
HAZEN AND SAWYER  
7700 Irvine Center Drive #200  
Irvine, CA 92618  
Attention: Lynn Grijalva, Program Manager

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 CONSULTANT.

## **18. 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 being 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 17 - NOTICES.

## **19. DOCUMENTS AND STUDY MATERIALS**

The documents and study materials for the projects under this Agreement shall become the property of OC SAN upon the termination or completion of the work. When requested by OC SAN, 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.

## **20. 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; 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. Iran Contracting Act**

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

### **C. California Air Resources Board Mobile Source Regulations**

CONSULTANT and its Subconsultants and Subcontractors shall comply with the following California Air Resources Board Mobile Source Regulations:

- Advanced Clean Fleet (ACF): 13 CCR 2013-2013.4; 13 CCR 2015-2015.6
- Truck & Bus Regulation (T&B): 13 CCR 2025
- Clean Truck Check (CTC): 13 CCR 2195-2199.1
- Off-Road Diesel Amendments (ORD): 13 CCR 2449-2449.2

## **21. 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.

## **22. 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.

## **23. ATTORNEY’S FEES, COSTS AND NECESSARY DISBURSEMENTS**

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

## **24. WARRANTY**

CONSULTANT shall perform its services in accordance with generally accepted industry and professional standards. If, within the 12-month period following completion of the 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).



## **25. 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's 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 CONSULTANT, nor its principal, officer, agent, employee, nor CONSULTANT's supplier, CONSULTANT's 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.

## **26. 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 CONSULTANT, to any extent, then OC SAN will reimburse CONSULTANT for the reasonable costs of defending the Indemnified Parties against such Claim.

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.

**27. 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.

**28. ASSIGNMENT**

CONSULTANT shall not assign or transfer its interest in this Agreement and shall not subcontract any of the Services required to be performed by CONSULTANT without prior written approval from OC SAN.

**29. CHANGE IN OWNERSHIP OR CONTROL**

CONSULTANT shall notify OC SAN, in writing, of any change in ownership or control of CONSULTANT's or Subconsultant's firm.

**30. SEVERABILITY**

If any provisions of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provision shall not be affected thereby.

**31. JURISDICTION AND VENUE**

This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California with venue in Orange County, California.

**32. WAIVER**

No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement, or condition.

### **33. 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 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 CONSULTANT a final Agreement Acceptance: or
- ii. Advise CONSULTANT, in writing, of any outstanding item or items which must be furnished, completed, or corrected at 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, CONSULTANT will not be relieved of its obligations hereunder, nor will 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 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 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, CONSULTANT's request for final Agreement Acceptance.

### **34. 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 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: HAZEN AND SAWYER**

By \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Printed Name & Title

**ORANGE COUNTY SANITATION DISTRICT**

By \_\_\_\_\_ Date \_\_\_\_\_  
Ryan P. Gallagher  
Board Chairman

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

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

**Attachments:**

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

DO:WC:DM:tk

# **ATTACHMENT “A”**

## **SCOPE OF WORK**

**Progressive Design-Build Owner Advisor,  
Program Management, and Professional Engineering Support Services  
Project No. PDB24-00 – General Program Organization  
Scope of Work for Owner Advisor**

**GENERAL**

Recently, the State of California approved SB-991 expanding local agencies' authority to utilize collaborative delivery methods, including Progressive Design-Build (PDB) (See Public Contract Code sections 22170-22174). The Orange County Sanitation District (OC SAN) is interested in developing a comprehensive PDB Program to implement, initially, on the projects identified as Required Task 1, Task 2, and Task 3 in the Request for Proposals (RFP).

OC SAN is seeking services from qualified and experienced consultants certified by the Design-Build Institute of America (DBIA) to assist OC SAN with the development of a PDB Program, including development, design, and construction support of multiple projects using the PDB delivery method. OC SAN seeks centralized program management and project controls support.

The selected consultant/Owner Advisor (CONSULTANT or OA) shall provide OC SAN at a minimum the following PDB Program, PDB Project Management, Contract Administration, PDB Project Controls support, and Engineering Support Services during project development, design, and construction.

**Scope of Work for Task 1: PDB Program Management**

**Subtask 1A: Develop Standards**

*Item 1A.1: Develop Solicitation Templates*

The OA will develop separate templates for a one-step and two-step PDB procurement utilizing DBIA templates and industry best practices. The two step-template will draw heavily from a parallel effort executing a procurement for the J-137 Ocean Outfall rehabilitation, which will proceed under Task 2 of this contract.

It is assumed that within the chartering of the Program Road Map OC SAN will iterate to either a best-value or qualifications-based selection process, and that evaluation process will be common across the pair of templates.

For the one-step procurement:

1. Basis of estimate is a six-month process starting at Contract Notice to Proceed culminating in the delivery of a one-step procurement template inclusive of OC SAN feedback.

2. Major workshops for this activity include:
  - a. An introductory workshop introducing the DBIA one-step template, with the OA offering perspective on sections where OC SAN may wish to deviate from the template based on experience with peer utilities and/or initial feedback from OC SAN. 80 hours of meeting preparation, plus 20 hours of meeting attendance/minutes
  - b. A workshop roughly one month into the activity to define workflows associated with the one-step procurement. An assumption of the OA is OC SAN will provide workflow at an acceptable level of detail from Design-Bid-Build processes as a starting point for OA. 100 hours of labor effort building off OA action items from the introductory workshop, 40 hours of meeting preparation, 20 hours of meeting attendance/minutes
  - c. A workshop roughly two months into the activity to solicit initial OC SAN feedback on the working copy of the content. Likely agenda topics will include:
    - 1) Means to quantify the Phase 1 cost (assuming Best Value Selection)
    - 2) Prioritization/weighting of selection criteria
    - 3) Contract, schedule, and selection criteria
    - 4) Bidding and scoring documents review  
200 hours of labor effort preparing for this meeting, 40 hours of specific meeting preparation, 20 hours of meeting attendance/minutes.
  - d. Issuance of the draft one-step template approximately three months into the activity. 100 hours of effort implementing OC SAN feedback, 20 hours of QA/QC
  - e. OC SAN issuing comments on the one-step template three weeks after draft submittal. For budgeting purposes, OA assumes a workshop to review OC SAN comments. 100 hours of effort reviewing and implementing OC SAN feedback, 20 hours of QA/QC
  - f. OA issuing a finalized version of the one-step template for OC SAN's use. 80 hours of implementation

For the two-step procurement, 400 hours is assumed as the basis of costing. An assumption is Task 2 will proceed to procurement using a two-step process, and the Task 1 effort for the two-step procurement will be "templatizing" the Ocean Outfall procurement for more general use.

#### *Item 1A.2: Develop Agreement Templates*

The OA's Legal Review expert, Hunt Ortmann, will review standard DBIA agreement templates with OC SAN and amend the templates as necessary for compliance with California legal requirements and best practices. Hunt Ortmann's 500 hours of effort are included in Contract Task 5. OA assumes 100 hours in total (50 each for the one-step and the two-step procurement) supplementing Hunt Ortmann through workshoping with OC SAN any agency-specific concerns, comment incorporation, and establishing workflows to incorporate legal expertise if the relevant legal basis for PDB expires or changes.

#### *Item 1A.3: Develop General Conditions/Requirements Documents*

OC SAN has standard general conditions/requirements when issuing professional services design contracts and separate general conditions/requirements when issuing a construction contract in a design-bid-build environment. OA will generate a hybrid general

conditions/requirements cognizant that a PDB entity will include both design and construction services within one contractual entity. A total of 500 hours is the basis of costing, and it is assumed that this GC/Requirements will be common across the one-step and two-step approach. This effort includes an introductory workshop introducing the DBIA template and soliciting OC SAN feedback, issuing a draft of the document, a workshop to review OC SAN feedback, and issuing a final version including OC SAN comment incorporation.

*Item 1A.4: Design Standards Management*

CONSULTANT shall review and revise, as necessary, OC SAN's current design standards, including OC SAN's 3D CAD Manual currently under development. CONSULTANT shall develop standards applicable to the PDB delivery method for OC SAN's review and acceptance. OA budgets 600 hours to this worktask.

1. A workshop mapping the changing responsibilities between Owner, Engineer, Contractor, and Construction Manager in a design-bid-build environment to an Owner, OA, and PDB Entity (PDBE) in a collaborative delivery environment.
2. A review of OC SAN's design standards, with recommended edits to this document to make it suitable for a PDB environment. In general, consolidation of the design entity and the construction entity into a single contractual point of responsibility is likely to simplify the application of design standards, with no significant changes likely to OC SAN's standard for quality management.

This effort is expected to be completed within the first nine months of the Contract. Design standards would likely iterate further as OC SAN chooses to issue additional projects via PDB and/or lessons learned from Task 2 and Task 3 projects are identified. This budget does not include additional iterations of design standards beyond an initial review cycle.

*Item 1A.5: Technical Writing, Word Processing, and Graphics Support.*

CONSULTANT shall provide support for technical writing, word processing, document formatting, and preparation of graphics, presentations, tables, and other documentation related to the PDB Program/project(s)' development and implementation. 100 hours is budgeted for this worktask. It is assumed that the writing, word processing, and graphics associated with specific deliverables or activities in this Contract are budgeted within the deliverable/activity; this task is for generalized support independent of deliverable

**Subtask 1B: Provide RFQ/RFP Assistance**

OA notes that RFQ/RFP assistance for J-137 and J-133 is budgeted and allocated within Tasks 2 and 3. Within Task 2, a scope item is:

*Develop Lessons Learned report and provide recommendations for future improvements for OC SAN's PDB projects*

The lessons learned report specific to that project will be developed in Task 2. 300 hours of effort is budgeted in Task 1 for:

1. OA offering a recommendation on what lessons learned identified in the lessons learned report should be incorporated into appropriate templates, standards, and other work products delivered in Contract Year 1.



2. A workshop to solicit OC SAN feedback on these recommendations and determine which recommendations should be implemented.
3. Amended documents that adopt recommended edits.

#### **Subtask 1C: Solicitation Document Support**

No effort is budgeted under this activity. The procurements of J-137 and J-133 will be managed under tasks 2 and 3.

#### **Subtask 1D: Construction Management Assistance**

The scopes for Tasks 2 and 3 include full construction management support, and the budgets for this support (1.5 FTE for one year of active Task 2 construction, 2.5 FTE for two years of active Task 3 construction) is included in those tasks.

Subtask 1D includes 400 hours of OA effort. OA will provide guidance, workshop(s), and assistance to incorporate and define OC SAN's Construction Management Division roles and responsibilities. The basis of assumption is a single workshop with OC SAN's construction management team to charter out the distinction between CM under an OA scope of work (generally defined as quality assurance) and CM within a design-bid-build environment (quality assurance plus quality control). Deliverable under this subtask includes an SOP defining this distinction and a set of recommended edits to OC SAN's standard practices for CM.

#### **Subtask 1E: Develop a PDB Program Matrix to evaluate future projects for PDB suitability.**

CONSULTANT shall evaluate OC SAN's budgeted and projected projects and provide guidelines, decision-making, and selection/scoring criteria matrix for evaluation of future projects for PDB suitability. 1200 hours are budgeted for this subtask.

400 of those hours are budgeted for the development of the PDB/DBB matrix. This includes:

1. Activity kickoff meeting sharing DBIA best practices for defining criteria that make a project more/less suitable for collaborative delivery
2. Workshop with OC SAN working through cohort of projects under consideration for the capital program; 20 projects are assumed for this exercise for planning purposes
3. Draft and final memo offering recommended criteria (and weighting) for PDB suitability, with the initial cohort of projects scored to provide illustrative practical examples.

This subtask does not include re-evaluating the criteria over the anticipated five-year contract duration and/or scoring additional projects. The remaining 800 hours in this subtask are focused on technical training and technology tools, as follows:

1. Develop Program Management/Project Management Training, including preliminary knowledge/training outline of program/project management processes, procedures, and tools to be used by current and future OC SAN staff.
2. Facilitate transfer of program/project management material from CONSULTANT to OC SAN. CONSULTANT shall start the transfer process early to ensure staff's needs and future requests are met and systems and tools are functioning without missing functionality and

technical and procedural defects. CONSULTANT shall ensure OC SAN has the necessary training and documentation to maintain the implemented systems and tools to manage the PDB program/projects on an on-going basis.

3. Technical Training – CONSULTANT shall produce and deliver technical training for the program/project. Technical training shall include, but not be limited to, the following:
  - a. Prepare an outline of suggested training topics, materials, and trainers
  - b. Prepare and coordinate training schedule for various groups of staff and potentially OC SAN's contractors, as needed
  - c. Prepare and distribute training materials. Training materials shall, at a minimum, provide for clear definition of topics and their relevant processes, workflows, design criteria, regulatory requirements, roles, and responsibilities of parties, change management procedures, decision management processes, and other applicable standards and best practices.

### **Subtask 1F: Project Management**

#### *Item 1F.1: Program Road Map*

This plan shall provide a complete road map to develop and implement a successful PDB Program, including, but not limited to:

1. Program goals, drivers, objectives, and constraints
2. Roles and responsibilities, program/project organization, and staffing
3. Decision-making, change-management, and issue-resolution processes and procedures
4. Internal and external communication plans
5. Program standardization goals and objectives, proposed program standards, implementation procedures
6. Program administration
7. Program controls
8. Program schedule
9. Summaries of other required plans

200 hours is budgeted for this deliverable. It is assumed for planning purposes that this Road Map will be drafted in Spring 2025, approximately 90 days into Contract efforts. Much of the content of this report will be teased out through other Contractual efforts the first quarter of the project, and the more efficient approach would be to issue the roadmap as the related scope efforts of Tasks 1 and 2 get underway. This budget assumes draft/final deliverable but no dedicated workshop, as most of the content will be routinely covered in management and monthly progress meetings.

#### *Item 1F.2: Project Management Plan (PMP)*

The PMP shall include a full summary describing the goals of each specific project, including any assumptions or constraints; what processes will be used to monitor and report on the

status; approach to risk management, change control, etc. The PMP shall include a communication plan and the management plans for scope, schedule, cost, quality, human resources, communications, and procurement. 200 hours will be budgeted for this deliverable. This budget includes draft/final PMP documents, but not a workshop, as the project kickoff meeting will focus on the PMP

*Item 1F.3: Project Controls Plan (PCP)*

A PCP shall be prepared to document how the program/project(s) will be controlled, including, but not limited to:

1. The software to be used to manage cost and schedule. OC SAN is currently using PMWeb for contract management and basic schedule management and P6 software for Cost and Scheduling. CONSULTANT is expected to be proficient in both software programs and will provide its own licensing.
2. Requirements and formats for project and program reports
3. Scheduling development and monitoring standards
4. Program and project baseline budget development and monitoring
5. Cashflow projections and forecast modelling needs
6. Program cost management procedures
7. Definition of other project control methodology as required

300 hours is budgeted for the development of the Project Controls Plan. The execution and monitoring of project controls is performed under subtask 1H.3, Project Controls and Schedule Management

*Item 1F.4: Stakeholder Involvement Plan*

CONSULTANT shall develop a plan to work with OC SAN's Stakeholders (Operations and Maintenance, Laboratory, Monitoring, Compliance, Public Affairs, and EMT) to include in the PDB Program when needed. 120 hours is budgeted for this initial plan. OA will develop more detailed technology training efforts under subtask 1E. Further revisions to the stakeholder involvement plan beyond the execution

*Item 1F.5: Safety Plan*

CONSULTANT shall review OC SAN's safety information, including applicable regulations, policies and procedures, and standards for applicability and incorporation into the PDB Program and provide recommendations as necessary. 48 hours are budgeted for this effort, which is distinct from necessary safety planning for the procurement, design, or construction of J-133 and J-137, which is allocated within those tasks.

*Item 1F.6: Decision Log and Management System*

A running decision log will be included in monthly progress reporting at the project and program level. Management system workflow recommendation will be budgeted under subtask 1H.2. No effort is budgeted under this subtask.

*Item 1F.7: Training, knowledge, and technology transfer*

Budgeted and accounted for in Subtask 1E. No effort is budgeted under this subtask.

*Item 1F.8: Meetings and Workshops*

For items below, assume meeting time is inclusive of preparation, attendance of OA, and issuing summary meeting minutes.

1. Assume 10 general meetings @ 24 hours per meeting. Note these meetings are distinct from meetings associated with technical deliverables as defined elsewhere in this scope of work. 300 hours
2. One program kickoff meeting at 60 hours per meeting (heavier unit effort given likelihood this will be at least one full day). 60 hours
3. 60 monthly progress meetings for the program, assume 8 hours per meeting (note assumption that this will focus on high-level program progress and lookahead as to not overlap with Task 2 and 3 monthly meetings. 480 hours
4. Technical meetings – covered in tasks 2 and 3. 0 hours
5. Construction and field meetings - covered in tasks 2 and 3. 0 hours
6. Public meeting support - covered in tasks 2 and 3. 0 hours
7. Board/committee meeting support - 80 hours
8. Other meetings – covered in the 10 general meetings. 0 hours.

**Subtask 1G: Risk Management**

*Item 1G.1: Develop Risk Management Plan*

OA shall develop and maintain a Program Risk Management Plan, including a template for Risk Register within PDB delivery. This subtask does not include support to develop and maintain the project-specific Risk Management Plans for Task 2 and Task 3. This subtask does include program level risk analysis and management, risk management approach and methodology, permit risk, economic risk, operational risk, and risk mitigation. The Risk Management Plan will include processes and procedures to include the potential risks identified by other OC SAN stakeholders. 280 hours are budgeted for this activity.

*Item 1G.2: Manage Risk Management Plan (Program Level)*

OA assumes program risk will be refreshed quarterly over the first 18 months (6 quarters) of the Program. Within 18 months, the PDB entities will be procured for Tasks 2 and 3. Risk management will continue under the tasks, with the PDB entities likely assigned much of the risk given the PDB entities being in the most responsible position to own/cost the risk implementation. 60 hours per quarter, or 360 hours total, are budgeted to this activity.

**Subtask 1H: Quality Control**

*Item 1H.1: Develop Quality Assurance Plan*

OA shall prepare a QA/QC Plan that describes the requirements and step-by-step process to ensure that all deliverables and documents produced in support of the PDB Program/projects adhere to quality and record management standards. 200 hours is budgeted to this task, which

will focus on project deliverables within Task 1. The development of quality management procures and practices for Tasks 2 and 3 will be allocated and executed within those tasks.

*Item 1H.2: Develop Change Management System and Monitoring*

OA will review OC SAN's standard change management processes and systems for applicability and prepare a program Change Management Plan to support the PDB delivery method. CONSULTANT shall review and comment on OC SAN's existing change management system, current change management policies and procedures, PMWeb, SharePoint, and all other related policies and procedures. CONSULTANT shall produce recommendations for implementation of the change management and tracking system of all program/project change orders and related PDB documents for each project in PMWeb or if needed on a different Change Management Program if PMWeb is not recommended as the best tracking system. 500 hours is budgeted for this activity, inclusive of:

1. Reviewing existing processes and documents
2. Workshop to offer recommendations and receive feedback
3. Second workshop to review draft progress
4. Summary memorandum in draft and final form
5. Recommendations on workflow edits

*Item 1H.3: Project Controls and Schedule Management*

The basis of assumption is 3,000 hours for the establishment and maintenance of PDB program and controls. The effort associated with integrating monthly project data into a PowerBI dashboard is tracked within those projects. The basis of assumption also includes PMWeb for construction interface and Primavera P6 for scheduling controls. OA assumes OC SAN will manage the software and any updates needed to support the program processes, forms, etc. The breakdown of these 3,000 hours is:

1. 200 hours - Review and comment on OC SAN existing controls processes, standards, and software requirements
2. 200 hours - Data Integration design & support to OC SAN as they implement and test software updates (assumes performance measures are defined through task 1F)
3. 500 hours - Implementation of Power BI dashboards (assumes we design and build out on OC SAN system with OC SAN IT support)
4. 100 hours - Implementation of Document Control / File System
5. 500 hours - Document management and control - part-time Document Control Manager for a 5-year duration
6. 1,000 hours - Program / Project Controls Support - part-time cost/schedule control manager for 12 months, budget development, schedule development, earned value, cash-flow
7. 500 hours - Program / Project Control Reporting - part-time report development, complementary to Power BI development

This subtask includes a Document Management and Web-based Document Control/File System. CONSULTANT will use OC SAN's systems to manage program documents, but OC SAN will manage the software and operating systems. OC SAN strives to create a paperless environment, where possible, and utilize paper records when required by law and/or OC SAN's policies and procedures. Therefore, documents shall be digital when possible. Paper records, when required, shall be kept in locations identified by OC SAN's staff. CONSULTANT shall be expected to review and comment on OC SAN's record keeping systems, including SharePoint, PMWeb, PlanetBids, Microsoft Teams (active file location), Bluebeam (collaborative design review), and other systems used by OC SAN to store records related to the PDB Program and project activities. CONSULTANT shall provide recommendations for document control/filing system implementation suitable for the PDB Program/project records management and for final project records filing once PDB projects are completed and ready to be closed. In carrying out the above-mentioned activities, CONSULTANT shall assist OC SAN's staff with identification, retrieval of documents as required, scanning, organization, maintenance, and other typical record handling/management activities related to the PDB Program/project(s) document handling and control, including archiving, indexing, and tracking of documents.

This subtask also includes program/Project Controls and Schedule Management, including the following scope:

1. Schedule Development, Monitoring, and Training. CONSULTANT shall develop, update, and maintain the schedule for the program and project(s) consistent with the PDB Program and project(s) objectives. In addition, CONSULTANT shall assist in ensuring compliance with the contract scheduling requirements.
2. Baseline Budget Development and Monitoring. CONSULTANT shall review and validate OC SAN's current budget for each project identified in the RFP. CONSULTANT shall collaborate with OC SAN's staff to identify tasks, durations, and other applicable activities to be accounted for in the project(s)' budgets and include appropriate recommendations for Cash Flow Curves.
3. Cash Flow Projections and Forecast Modeling. CONSULTANT shall create WBS, Cost Models, and other appropriate budget forecast tools for individual tasks.
4. Earned Value Analysis. CONSULTANT shall create and validate the Earned Value (EV) for individual tasks and provide monthly updates.
5. Program/Project Reporting. CONSULTANT shall review current OC SAN Project Controls methodologies and assist OC SAN to develop various program/project(s) reports and dashboard and detailed reports, including, but not limited to, the following:
  - a. Program/Project Monthly Status Reports to provide appropriate detail on the status of the completed work, budget, schedule, EV, change conditions, staffing, and any other issues, as applicable
  - b. Assist with Board reports and development of presentation related to the program/projects utilizing the PDB delivery method

**Progressive Design-Build Owner Advisor,  
Program Management, and Professional Engineering Support Services  
PDB24-00 – Task 2  
Project No. J-137, Ocean Outfalls Rehabilitation  
Scope of Work for Owner Advisor**

**I. OVERVIEW**

The Orange County Sanitation District (OC SAN) is responsible for collection, treatment, and disposal of wastewater for the north part of Orange County, California. OC SAN operates and maintains two treatment facilities: Plant No. 1 (in Fountain Valley, CA) and Plant No. 2 (in Huntington Beach, CA). The treatment facilities currently process an average of 180 million gallons of wastewater per day (mgd). The secondary treated effluent is discharged to the ocean via one of two undersea ocean outfall pipelines from OC SAN's Plant No. 2, adjacent to the Santa Ana River. Project No. J-137 (Project) will rehabilitate OC SAN's ocean outfall pipelines.

The total budget for the Project is estimated at \$82 million. OC SAN is seeking proposals from qualified providers to plan and implement the Progressive Design-Build (PDB) delivery method from procurement of the PDBE to Project commissioning and closeout. The Owner Advisor (OA) must have experience and capability to coach and lead OC SAN through the PDB process and create a responsive and collaborative environment with OC SAN and the PDBE.

The OA must comply with the experience requirements outlined in the Request for Proposals (RFP) including, but not limited to:

1. Experience with deepwater inspection, design, construction, and best practices for marine construction
2. Experience implementing best design and construction practices for the ocean outfalls
3. Knowledge of environmental requirements for inspection, rehabilitation, and construction of marine structures or undersea pipelines in state of California

The OA's Project Manager (PM) must be DBIA Certified; the PMP Certification is desired. The OA's Project Engineer (PE) must be DBIA Certified and have a Professional Engineer license in state of California.

**II. BACKGROUND**

The OC SAN's outfall system consists of two (2) undersea pipelines as described here.

The 120-inch diameter Ocean Outfall (Long Outfall) was constructed in 1971 and consists of a surge tower, land section, and marine section. The Long Outfall is 27,400 feet in length incorporating a 21,400-foot-long main barrel with maximum

depth of 200 feet and a 6,000-foot-long diffuser section with a flap gate structure at the end.

The 78-inch diameter Ocean Outfall (Short Outfall) was constructed in 1954, including a surge tower, land section, and a marine section. The Short Outfall is 7,000 feet in length with a maximum depth of 60 feet, incorporating a 1,000-foot long diffuser section with a flap gate structure at the end. With implementation of full secondary treatment at Plant Nos. 1 and 2, disinfection has been discontinued and the Short Outfall has been reclassified to “emergency status” and is used only when flows exceed the Long Outfall flow capacity or during maintenance periods. The Short Outfall has not been utilized since 2012 during Project No. J-112.

This Project will rehabilitate the Long Outfall as recommended by Project No. PS18-09, Ocean Outfall Condition Assessment and Scoping Study. This Project includes removing debris blocking diffusers access ports, replacing hold-down hardware on inspection hatches, adding ballast rock in certain areas, replacing existing manhole covers, removing internal outfall sediment deposits, and replacing the flap gate.

The operation of the Short Outfall is warranted during some of the rehabilitation elements of the Long Outfall. As a result, the Project will also perform a detailed inspection of the Short Outfall.

A Work Plan must be developed prior to inspection of the Short Outfall, including plans to perform a hydraulic capacity evaluation. An extensive condition assessment report shall be provided to include the findings and recommendations on rehabilitation options and implementation methods for essential improvements to reliably operate the Short Outfall.

The Short outfall improvements will include cleaning of the circular ports and removal of internal outfall sediment deposits. Closing of the eight rectangular ports on the Short Outfall is also expected to satisfy California Regional Water Quality Control Board, Santa Ane Region (RWQCB) requirements.

The project will require significant coordination efforts with multiple stakeholders including, but not limited to, OC SAN’s Operation and Maintenance Department, Environmental Services (ES) Division, the public, and Regulatory agencies.

Recent meetings with RWQCB indicate outfall modeling will be required and significant ocean monitoring and effluent sampling will be expected while operating the Short Outfall. The ocean monitoring and effluent sampling will be conducted by OC SAN’s ES.

The Outfalls inspection activities will include internal/external inspection with Remotely Operated Vehicle (ROV), deepwater diving inspection, and sediment sampling and analysis.

Based on the outcome of inspections and OC SAN’s NPDES permit and other regulatory requirements, Contingency and Implementation Plans for the Preliminary Services Phase and Final Design and Construction Phase of the



Project shall be developed considering seasonality restrictions, Outfall System operation limits, discharge effluent requirements, and additional requirements to operate the Short Outfall, including disinfection and adjustments to effluent discharge limits. The Implementation Plans shall consider hydraulic capacities of outfall system and expected discharge effluent flows while maintaining continuous operation of the treatment plants. The Implementation Plan shall also take into consideration chemical dosing and storage as needed for disinfection while operating the Short Outfall.

### **III. SCOPE OF WORK**

The OA shall provide OC SAN with professional technical support services for the entire duration of the Project, including, but not limited to, procurement, preconstruction, preliminary design, final design, construction, commissioning, acceptance testing, and Project close-out. The OA shall also provide technical oversight assistance and management assistance of the Project. The OA shall engage with OC SAN and the PDBE in a collaborative approach to facilitate the successful performance of this PDB Project. The duties of the OA shall include, but not be limited to, the scope below. The OA shall include any additional tasks and/or duties as deemed necessary and/or required in order to make this PDB Project successful.

#### **PHASE 1 – PROCUREMENT PHASE**

- A. The purpose of the Procurement Phase is to prepare a solicitation package to successfully select a PDBE with the capability to inspect and ultimately design the rehabilitation of OC SAN's Outfall pipes, perform underwater construction, and implement the designed rehabilitations while in compliance with permitting requirements and operation limits of OC SAN. The procurement phase is anticipated to last 12 months. It will begin at Contract NTP, expected December 9, 2024, and culminate with the NTP of a PDB entity, targeting January 1, 2026 so the short outfall inspection can proceed Spring/Summer 2026. The RFQ, the first step of the two-step procurement process is expected early 2025 with step two, the RFP is targeted for April 2025.
- B. Duties of the OA during the Procurement Phase shall include, but not be limited to:
  1. Become familiar with Project-specific restrictions and requirements by reviewing record drawings, data collection, and NPDES Permit. 200 hours is budgeted for this activity, no deliverable is anticipated.
  2. Evaluate and propose the most efficient bid packaging and Guaranteed Maximum Price (GMP) components for Project scope execution. A preliminary recommendation will be issued by OA and vetted by OC SAN during procurement, the ultimate packaging will be determined collaboratively in a successive phase with the PDB.
  3. Develop a Project Management Plan, including the following Project documents:
    - a. Schedule with milestones
    - b. Cost estimate

- c. Cost basis
- d. Cash flow curves
- e. Work break-down structure (WBS) recommendation (to be validated once OA is procured)
- f. Project Specific Risk register
- g. Public Outreach Plan. It is expected that OC SAN lead the public outreach. OA to provide technical and logistical support. The OA's public outreach plan will focus on the OA's support role.

80 hours of effort is budgeted for the Task 2 PMP.

4. Assist OC SAN define the Project priorities and constraints. OA will include this in the PMP.
5. Create and maintain a Project-specific Risk Management Plan (RMP).  
The Risk Manager, separate from the Project Manager, shall create, manage, and maintain the RMP. The input from PDBE and OC SAN staff shall be incorporated. The Risk Manager must have the knowledge and experience in the marine construction industry and be familiar with California environmental requirements for the outfall cleaning, inspection, and rehabilitation-type of projects. The RMP must be maintained until the project closeout and reflect all identified project risks. Within the Procurement phase, 120 hours is budgeted to this activity/process. The Procurement phase will determine appropriate ownership of the risk process (and specific risks) during successive phases. The RMP to be submitted monthly along with the progress report.
6. Coordinate and conduct meetings/workshops with OC SAN as needed
7. Develop technical performance requirements, design standards, construction performance, and operation performance for successful Project execution. Included within the 1,766 hours mapped to subtask 2.1.2, Solicitation Package
8. Develop a conceptual Contingency Plan and Preliminary Implementation Plan for Project execution in collaboration with OC SAN's Operations Department to outline the major Project risks, constraints, and requirements for the PDBE. 200 hours is assumed for this activity.
9. Assume new temporary chemical dosing and storage for disinfection is required to satisfy RWQCB to operate Short Outfall. Produce conceptual design, site recommendation, and permit support for chemical dosing station if needed. 500 hours is assumed for this activity. The conceptual design will be for a temporary solution and will not include a PE stamp or compliance with OC SAN's design standards for permanent facilities. Detailed design and construction of the disinfection solution for the short outfall to be implemented by PDBE. Coordination with the Project No. P2-135 and OC SAN's O&M may be needed.

10. Develop the required design documents, plans, and specifications for solicitation. Included within the 1,766 hours mapped to subtask 2.1.2, Solicitation Package
11. Prepare Contract package and Solicitation Documents. Included within the 1,766 hours mapped to subtask 2.1.2, Solicitation Package
12. Develop and prepare solicitation packages, including Request for Qualifications (RFQ) and Request for Proposal (RFP) in accordance with California PDB Bill SB 991 and/or other applicable laws, rules, policies, and regulations. Included within the 1,766 hours mapped to subtask 2.1.2, Solicitation Package and the 500 hours for Legal Support Services (Task 5 of contract)
13. Research the market for potential bidders, conduct contractor networking event(s), and participate in pre-proposal meeting(s). OA notes the extensive efforts OC SAN has led with respect to market research. A brief outreach to up to three (3) candidate PDB teams is included in the Basis of Estimate, building off OC SAN's efforts preceding the OA. The scope also includes confidential meetings with up to three teams during Step 2 development.
14. Assist OC SAN with the procurement of PDBE and selection process, including creation of evaluation and performance criteria. Included within the 1,766 hours mapped to subtask 2.1.2, Solicitation Package
15. Coordinate all questions received from proposers during the RFQ and RFP bid phase, develop responses to questions from prospective bidders, and prepare addenda. Included within the 1,766 hours mapped to subtask 2.1.2, Solicitation Package
16. Assist OC SAN evaluate Statements of Qualifications and Proposals in response to RFQs and RFPs, respectively. Included within the 1,766 hours mapped to subtask 2.1.2, Solicitation Package
17. Participate in negotiations with selected PDBE. OA's role will be to provide technical expertise and recommendations; the OA will not be a voting member of the selection process.
18. Perform dilution, dispersion, and hydraulic modeling of the Short Outfall; evaluate results; and provide reports to assist OC SAN satisfy regulatory inquiries. OA includes scope and fee for a second set of dilution, dispersion, and hydraulic modeling of the Short Outfall in supplement to the Hazen-led PS23-03 effort.
19. Provide support to OC SAN ES Division and Laboratory and Ocean Monitoring Division as needed. Assume 50 hours.
20. Create a list of required permits for the Project, establish contact with every permitting agency, initiate permit applications per OC SAN's request (if applicable prior to PDB procurement and design evolution), and attend meetings. Up to 10 permits is anticipated.
21. Assist OC SAN with document management and control and coordination with existing OC SAN standards and manuals, including, but not limited to, PMWeb, SharePoint, Primavera 6, and Oracle

Primavera Cloud. Only 12 hours per month is budgeted to this scope item, as Task 1 is expected to establish document management control for the program. The reporting of Task 2 effort is included in the scope.

22. Lead Public Outreach activities in coordination with OC SAN's Public Affairs as outlined in Exhibit 19.1 Project No. J-137 Public Relations SOW.

## **PHASE 2 – PRELIMINARY DESIGN PHASE**

- A. This task is expected to have a one-year duration. This task starts upon NTP for the PDB, and culminates upon a GMP development (or series of development, depending on packaging outcomes) for both the short and the long outfall repairs. The long outfall scope is well defined, and the design can proceed upon NTP. The short outfall scope has greater uncertainty and must rely upon inspections to be performed by PDB after NTP. A validation step will be included roughly halfway to GMP development. The purpose of the Preliminary Services Phase is to assist OC SAN and PDBE to confirm the PDBE developed preliminary design documents and preconstruction plans are in agreement with OC SAN's process goals, operation requirements, and standards, including:
  1. Evaluation of the developed inspection Work Plan and procedures, and sampling protocols prepared by the PDBE to verify condition assessment can be performed successfully according to OC SAN's NPDES and regulatory requirements.
  2. Review of the condition assessment report prepared by the PDBE and provide technical support to OC SAN on rehabilitation options and priorities to confirm agreement with OC SAN's operation and environmental requirements.
  3. Evaluation of the Contingency Plans and Implementation Plans provided by the PDBE and review all other submittals to provide comments and technical support to OC SAN and verify concurrence with RWQCB and OC SAN's NPDES permit requirements.
- B. OA shall continue dilution, dispersion, and hydraulic modeling efforts of the Short Outfall from the Procurement Phase into the Preliminary Services Phase as required by the regulators.
- C. OA shall coordinate and resolve permitting, environmental, and technical issues in collaboration with PDBE and OC SAN to accomplish efficient delivery of the Preliminary Design Phase.
- D. Review CEQA documentation, assist OC SAN with determination of appropriate CEQA compliance, and support OC SAN in environmental assessment.

The proposal shall assume one option for the level of effort to be based on Initial Study, leading to MND (Mitigated Negative Declaration).

- E. OA shall create a collaborative approach between OC SAN and the PDBE through the duration of the project including the Preliminary Services Phase.
- F. Duties of OA during the Preliminary Design Phase shall include, but not be limited to:
  - 1. Attend kickoff meeting and progress meetings
  - 2. Coordinate and conduct additional focus meetings with OC SAN as needed
  - 3. Coordinate and attend meetings with any regulatory agencies and the PDBE as needed
  - 4. Provide technical review of submittals, Basis of Design (BOD), and Performance Guarantee's proposed by the PDBE-
  - 5. Review and evaluate proposed design by the PDBE to ensure agreement with design standards and the best use of proven technologies in the market and prepare a Summary Report
  - 6. Perform Quality Assurance and Quality Control (QA/QC) of PDBE activities during the Preliminary Services Phase, including performing underwater/deepwater diving inspections, review of inspection videos and all available reports, and provide QA/QC Report
    - a. Assume total of three (3) QC mobilization/demobilization dives for the Short Outfall for phases 2 and 3
    - b. Assume total of two (2) QC mobilization/demobilization dives for the Long Outfall for phases 2 and 3
  - 7. Review the QA/QC plan and requirements for the Project
  - 8. It is assumed that PDB will facilitate biweekly (i.e., two per month) design coordination meetings with OC SAN and the PDBE. Time specifically attending meetings will be allocated to subtask 2.2.1 (meeting and workshop) but the time spent evaluating PDB design concepts and technical work product will be allocated to subtask 2.2.2 (technical review).
  - 9. Evaluate different PDBE produced design options, including, but not limited to, closure of eight rectangular ports and other rehabilitation recommendations for Short Outfall, replacement of 47 manhole covers on Long Outfall, replacement of flap gates, and any other work required by additional findings and provide recommendations to OC SAN.
  - 10. Review and validate interim cost estimates prior to development of GMPs and review and evaluate trend estimates when provided prior to any major milestones
  - 11. Review proposed GMP packages by the PDBE for the Project and recommend optimum number of packages for efficient and cost-effective project execution
  - 12. Assist OC SAN verify cost estimates and schedule proposed by the PDBE

13. Assist OC SAN negotiate the early package GMP
14. Coordinate any required permit applications that may be needed during this phase with the PDBE to ensure permit approval is granted in a timely manner

### **PHASE 3 – FINAL DESIGN AND CONSTRUCTION PHASE**

- A. The purpose of the Final Design and Construction Phase is to apply best practices in the industry to successfully manage the Project during final design, construction, and commissioning of the Project.
- B. The OA shall provide full-service Construction Management services as Owner's representative during construction activities utilizing a collaborative approach between OC SAN and the PDBE. 1.5 FTE equivalents during the anticipated one year of construction. This includes a full-time resident engineer with expertise in Marine Engineering and a half-time project administrator. It is assumed for planning purposes that the PDBE will engage in a technical solution that can be implemented through continuous construction, not just the spring seasons, given the cost and schedule benefits to all parties.
- C. The OA shall coordinate and resolve Project permitting, environmental, and technical issues to accomplish efficient delivery of this phase.
- D. Duties of the OA during the Final Design and Construction Phase shall include, but not be limited to:
  1. Attend progress meetings with the PDBE and additional meetings with OC SAN as needed
  2. Attend meetings with any regulatory agencies and the PDBE as needed
  3. Support OC SAN and the PDBE on any required permit application that may be needed during this phase to ensure permit approval is granted in a timely manner
  4. Coordinate between the PDBE and OC SAN public outreach as required for the permitting process and Public Outreach activities
  5. Review and evaluate the impacts of the Final Design and Construction Phase to the existing plant operations and provide recommendations
  6. Provide technical review of final design and all submittals by the PDBE
  7. Participate in dispute resolution and provide responses to RFIs and field change orders
  8. Perform QA/QC of PDB activities during the Final Design and Construction Phase of the Project, including performing underwater/deepwater diving inspections, review of inspection videos and daily reports, and provide QA/QC Report
    - a. Assume total of three (3) QC mobilization/demobilization dives for the Short Outfall for phases 2 and 3
    - b. Assume total of two (2) QC mobilization/demobilization dives for the Long Outfall for phases 2 and 3

9. Manage cost negotiations by providing open book review of engineering Project cost estimates, and evaluate and validate design-build cost proposals, including change orders
10. Develop and assist OC SAN obtain a GMP for the construction of the Project
11. Perform necessary construction management activities for the PDBE work, including, but not limited to, construction management, inspection, and Resident Engineer services for construction, installation, commissioning, and closeout phases of this project
12. Review and comment on the commissioning plan and assist OC SAN during the acceptance testing activities. 320 hours is budgeted for this activity.
13. Assist PDBE develop best operational practices and produce Standard Operating Procedures (SOP) for new/existing facilities
14. Participate in final inspection of the Project (if applicable) to verify that construction is in conformance with design, confirm compliance with performance guarantees, and provide summary of recommendations to OC SAN.
15. Develop Lessons Learned report and provide recommendations for future improvements for OC SAN's PDB projects. 400 hours is budgeted for this activity.

#### **IV. TENTATIVE TIMELINE**

- December 9, 2024 – Issue OA Notice To Proceed (NTP), consistent with Task 1
- April 2025 – Release RFP for PDBE
- January 2026 – Issue PDBE NTP
- June 2026 – Start of Short Outfall Inspection
- November 2029 – Construction Final Completion

#### **V. MEETINGS AND WORKSHOPS**

A. The OA shall provide meeting support during Procurement Phase and participate in various meetings and workshops as needed in Preliminary Services, and Final Design and Construction Phases to complete the Work.

##### **1. Meeting Support**

- a. Maintain attendance logs and contact information
- b. Prepare meeting agendas and minutes
- c. Maintain a log of all meeting presentations and handout materials

2. **Meeting Format** – Meetings may be virtual, in-person, or in the field, as required.

3. **Meetings and Workshops** – Various meetings and workshops shall include, but not be limited to, the following:

- a. Project Management meetings
- b. Kickoff meetings
- c. Progress meetings
- d. Coordination meetings

- e. Technical meetings
- f. Focus meetings
- g. Risk Management meetings
- h. Pre-Proposal/Networking Events
- i. Bid openings
- j. Construction and Field meetings
- k. Safety meetings
- l. Public meetings
- m. Regulatory meetings. Assume two (2) meetings with RWQCB.
- n. Review workshops
- o. Other

## **VI. DELIVERABLES**

OA shall provide, at a minimum, but shall not be limited to, the following deliverables as appropriate for the requested services:

### **A. Procurement Phase**

1. Project Management Plan
2. Risk Management Plan
3. Schedule and Milestones
4. Cost estimate/Cost Basis/Cash Flow Curves
5. Work Break-down Structure
6. Risk Register
7. Public Outreach Plan
8. Preliminary Contingency Plan
9. Preliminary Implementation Plan
10. Bridging Documents
11. PDB Solicitation Packages
12. Ocean Outfall Modeling Reports
13. Permitting Plan and Required Permits Matrix

### **B. Preliminary Services Phase**

1. Review Summary Reports
2. Ocean Outfall Modeling Reports
3. Quality Control Report
4. Verification of Cost Estimate and Schedule



### **C. Final Design and Construction Phase**

1. Minutes of Meeting and Action Items
2. Summary Report
3. Quality Control Report
4. Cost Estimate and Validation of PDB Cost Proposals

## **VII. EXHIBITS**

Exhibit 1 - Not Used

Exhibit 2 - Not used

Exhibit 3 - Project Management Requirements

Exhibit 4 - Risk Management Requirements

Exhibit 5 - Workshop and Meeting Requirements

Exhibit 6 - Quality Control

Exhibit 7 - Not used

Exhibit 8 - Not used

Exhibit 9 - Not used

Exhibit 10 - Not used

Exhibit 11 - Sample Full Project Safety Review Plan

Exhibit 12 - Risk Management Checklist

Exhibit 13 - Not used

Exhibit 14 - BlueBeam Designer Training for Submission

Exhibit 15 - BlueBeam Designer User Training

Exhibit 16 - Spec Review Using Microsoft Word and Teams

Exhibit 17 - OC SAN Engineering Design Guidelines and Standards – Available online at <https://www.ocsan.com/about-us/transparency/document-central/-folder-917>

Exhibit 18 - Not used

Exhibit 19 - Project Reference Material

Exhibit 19.1 Project Reference Material for Task 2

- PS18-09 Outfall Condition Assessment - Final Report, November 14, 2022
- 120-Inch Outfall Condition Inspection - Final Report, July 19, 2023
- 78-Inch Outfall Condition Inspection Report, September 17, 2015
- 78-Inch Outfall Condition Inspection - Final Report, July 19, 2023
- Project No. J-137 Public Relations SOW

**Progressive Design-Build Owner Advisor,  
Program Management, and Professional Engineering Support Services**

**PDB24-00 – Task 3**

**Project No. J-133, Laboratory Replacement at Plant No. 1**

**Scope of Work for Owner Advisor**

**I. OVERVIEW**

The Orange County Sanitation District (OC SAN) has a laboratory building at its Plant No. 1 in Fountain Valley, California. Project No. J-133 (Project) will replace the Central Laboratory Building at Plant No. 1 with a new building to be located adjacent to OC SAN's new Headquarters Complex at 18350 Mt. Langley Street in Fountain Valley. The Project includes the demolition of the existing commercial office building and the construction of a new laboratory in its place.

The total budget for the Project is estimated at \$105 million. OC SAN is seeking proposals from qualified providers to plan and implement the Progressive Design-Build (PDB) delivery method from procurement of the PDBE to Project commissioning and closeout. The Owner Advisor (OA) must have experience and capability to coach and lead OC SAN through the PDB process and create a responsive and collaborative environment with OC SAN and the PDBE.

The OA must comply with the experience requirements outlined in the Request for Proposals (RFP) including, but not limited to:

1. Experience with design, construction, and best practices for vertical buildings, such as university, hospital, commercial, or any other light industrial building
2. Best design and construction practices for laboratory facilities
3. Knowledge of compliance requirements for laboratory and analytical equipment
4. Experience implementing the Building Information Modeling (BIM) system to efficiently plan, design, construct, and manage the construction of the new laboratory infrastructure

For this Task, the OA's technical leads must be certified by DBIA and have a Professional Engineer (PE) license with experience in architecture, civil, environmental, and structural engineering, or subcontract any of such services as necessary.

**II. BACKGROUND**

OC SAN's existing laboratory building was built in 1989 and 1990. The two-story building with 36,000 square feet has undergone several enhancements and/or improvements over the past decades, but has multiple code compliance and seismic issues. Since the building's major systems are nearing the end of their useful life, in 2023, OC SAN tasked HDR Engineering (HDR) to review and summarize the existing project report findings and

provide a comprehensive feasibility study (see Exhibit 19.2). The purpose of the feasibility study was to determine if the existing building has to be replaced or if it can be cost effectively rehabilitated to house the entirety of OC SAN's water quality lab program, including Source Control and Ocean Monitoring labs.

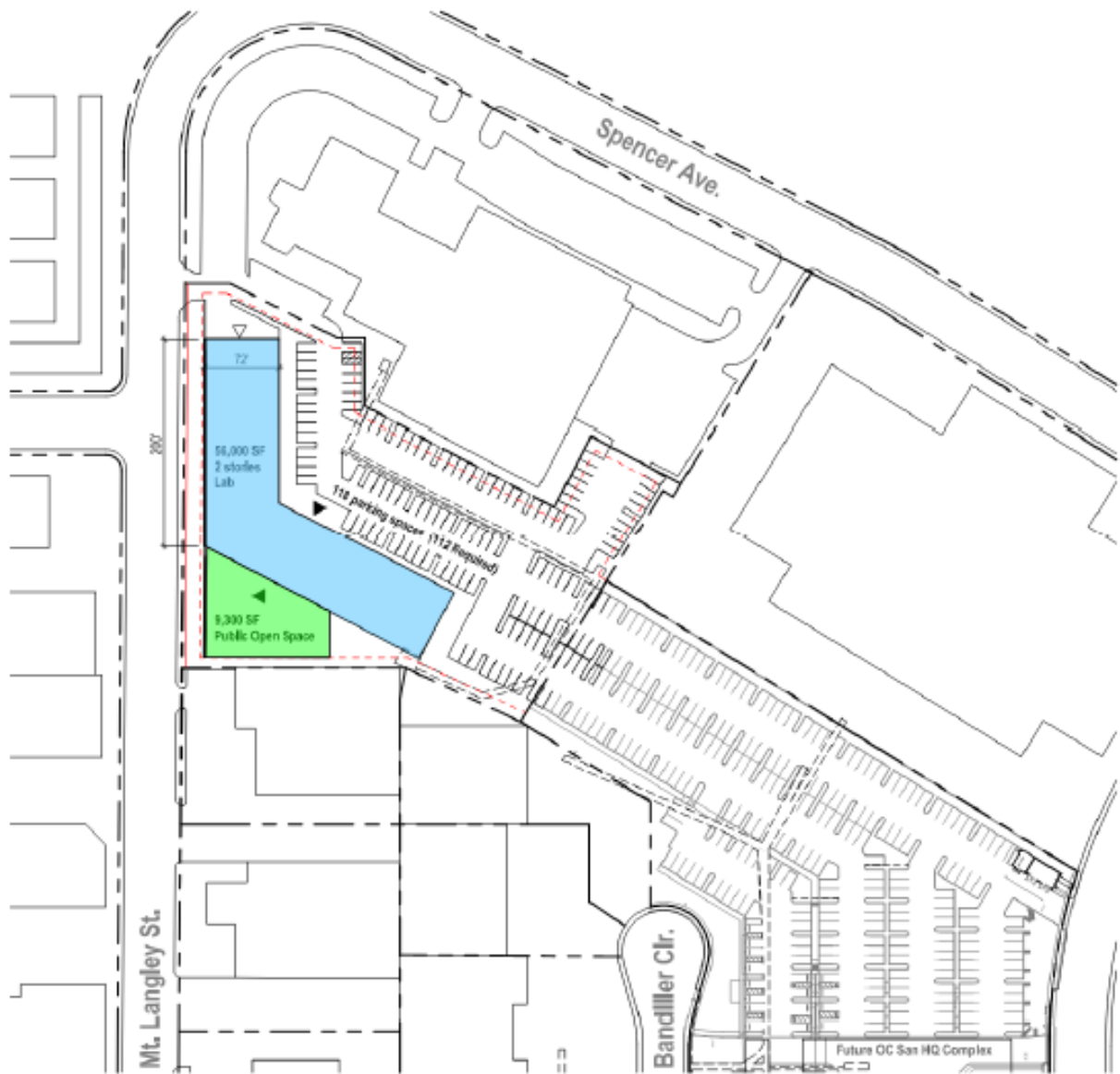
The feasibility study assessed the laboratory program's current and future needs to confirm that the required square footage to house the laboratory functions and support spaces, including workplace, was adequate. Additionally, the feasibility study developed a cost estimate to compare rehabilitation costs to new building construction costs. Based on the Life Cycle Cost Analysis (LCCA), prepared by HDR and validated by Hazen and Sawyer in 2023 (see Exhibit 19.3), it was determined that the most economical option is to build a new building to replace the existing laboratory buildings.

Below is a summary of the design criteria for the construction of the future laboratory building.

### **Laboratory Needs Assessment**

HDR started the process to document and aggregate the laboratory program needs with a typical programming spreadsheet approach and then it was validated using the 2018 graphic test-fit plans to confirm the spatial requirements for the various lab functions. A program validation matrix was developed to provide a detailed listing of the lab space needs and the rationale for why additional space is needed above what each lab section is currently operating within. HDR developed base renovation floor plans that provide the required square footage and layouts for code complaint toilets, egress paths, and egress stairs to eliminate inefficient spaces that could be repurposed for laboratory needs. These base floor plans were then developed into demonstration overlay plans which graphically placed the required program within the existing building footprint. Those efforts determined that the OC SAN laboratory program required a building footprint of 56,000 square feet and that the existing building cannot fit the required program within its existing 36,000 square foot footprint.

HDR prepared a Basis of Design for the new 56,000 square foot building to be located on the property adjacent to OC SAN's new Headquarters Complex. That property is an existing 2-story building that is currently used as offices for OC SAN staff and tenants. A zoning analysis was performed to confirm that the building could meet the parking, open space, and set back requirements for the Fountain Valley Crossing Specific Plan (FVCSP). The feasibility study classified the use type for the new laboratory building as Light Industrial under the FVCSP. The cost for the site development included the sidewalk improvement, landscape, parking layout, and lighting requirements required by the FVCSP. It was assumed that a surface parking lot for a minimum of 112 spaces is required. The assumption also included 8 parking spaces to be provided with electronic vehicle charging spaces. Refer to Table 1 that outlines the FVCSP requirements. Below is the conceptual site plan for locating a 2-story building with each story having a building footprint of 28,000 square feet totaling 56,000 square feet.



### Legend

- |       |                  |   |                   |
|-------|------------------|---|-------------------|
| ---   | Property line    | ■ | Building          |
| —     | Back of sidewalk | ■ | Public open space |
| - - - | Setback          | ▲ | Entry             |
| - - - | Easement         | △ | Loading           |

**Table 1. Fountain Valley Crossing Specific Plan Requirements**

Mt. Langley Property FVCSP Zoning Analysis for 56,000 SF Building		
FVCSP Section	Development Standard Requirements	Mt. Langley Building Compliance
Section 2.1.5	The project site is located within the Mixed Industry District.	Mixed Industry District
Section 2.2.1	Permitted Use Type Workplace - Light Industrial	Permitted - Yes
Section 2.3.1	Building Height Minimum height - 1 story, Maximum height - 4 stories	2 and 3 Story options are compliant
Section 2.3.2	Special Building Height Limits - Ward St Only	N/A
Section 2.3.3	Building Length Maximum building length - 200 feet	Max 200 feet
Section 2.4.1	Building Orientation to Streets & Public Open Space	Not Required
Section 2.4.2	Private Frontage Types	Not Required
Section 2.4.3	Front Yard Setback Minimum front setback = 15 feet Maximum front setback = 25 feet	15 feet from Back of Sidewalk line (8'-0" from face of curb) 25 feet from Back of Sidewalk line (8'-0" from face of curb)
Section 2.4.4	Side Yard Setback Minimum side yard setback = 10 feet	10 feet
Section 2.4.5	Rear Yard Setback Minimum rear yard setback = 10 feet	10 feet
Section 2.4.6	Alley Yard Setback Minimum alley yard setback = 5 feet	5 feet
Section 2.4.7	Frontage Coverage Minimum frontage coverage = 50%	50%
Section 2.4.8	Space Between Buildings Minimum = 20 feet	20' feet minimum
Section 2.4.9	Build to Corner - Required	
Section 2.5.1	Improvements to Existing Streets	Required
Section 2.5.2	Block Size Maximum vehicular block size = 3,000 feet Maximum pedestrian block size = 2,000 feet	Not Applicable Not Applicable
Section 2.5.4	Street Connectivity	Not Applicable. New streets not provided
Section 2.6.1,	Provision of Public Open Space Required: 100 sf/ 1,000 sf of building area. Min width = 20 feet.	5600 SF Public Open Space Required. Must abut public right of way, with minimum width = 20 feet.
Section 2.6.2	*Special Public Open Space Requirement 1/2 acre open space equired for any development within area map	Not Required per FVCSP amendment passed in 2020.
Section 2.6.6	Setback Area Landscaping : Required Landscaping shall include a minimum average of one (1) tree that reaches at least twenty-five (25) feet in canopy height at maturity, for every forty (40) feet of linear frontage.	Required
Section 2.7.1	Provision of Parking (based on 56,000 SF Building) Light Industrial requires 2 spaces min /3.5 max per 1000 SF	112 parking spaces required
Section 2.7.2	Parking Types Surface Parking Lot - Side (Permitted) Surface Parking Lot - Rear (Permitted) Surface Parking Lot - Exposed (Not Permitted)	Permitted - Yes Permitted - Yes Not Proposed
Section 2.7.3	General Parking Requirements - Curb Cuts One (1) two-lane curb cut or two (2) one-lane curb cuts per building	One curb cut proposed.

**Building Materials and Systems Review**

The new laboratory building was priced originally to have the same caliber of design and building materials as the OC SAN Headquarters Complex, including using a curtainwall with a terra cotta exterior cladding system as a place holder for a design aesthetic that would comply with the FVCSP. The design team concluded that the aesthetic criteria of the FVCSP could still be maintained with less expensive building cladding and glazing systems. Thus, the building façade for the feasibility study was revised to a simpler stick type curtain wall system with metal panel cladding as a cost savings measure.

**Cost Estimating**

The construction costs include the new laboratory building and the cost for the associated site development, including demolition of the existing building. No property costs are included as the site for the new building is OC SAN's property. Below are the resultant un-escalated construction costs.

New Laboratory Building	\$54,273,000
Site Development	\$ 6,484,000
Total Construction Cost	\$60,757,000

The Capital Projects Group's escalation to the mid-point of construction is estimated to be \$17,892,000. The anticipated soft costs for the renovation total \$31,501,000. The total construction cost, including escalation and soft costs, for the replacement option is estimated to be \$110,252,000.

The cost plan assumed the project delivery to be design/bid/build with the contractor paying prevailing wages. Pricing assumed competitive bidding with a minimum of 3 bidders. Due to an unprecedented level of uncertainty into the domestic economy broadly and the design and construction marketplace specifically, nationally, and regionally, the accuracy of the pricing and costs assumed to be +/- 10%.

In 2023/2024, OC SAN retained Hazen and Sawyer to perform a peer review of the feasibility study and assessment of the costs, challenges, and opportunities associated with the new laboratory building. Based on Hazen and Sawyer's evaluation, the completed cost estimate was found to be reasonable, with some minor adjustments recommended based on the evolution of materials prices and market conditions. The feasibility study report assumes that no fume hoods or other fixed elements in the laboratory-use spaces will be salvaged and reused in the new lab building. Hazen and Sawyer however, recommended reuse of fume hoods and fixed lab elements that are in good condition to save on the cost of replacing them.

**III. SCOPE OF WORK**

The OA shall provide OC SAN with professional technical support services for the entire Project, including, but not limited to, procurement, preconstruction, preliminary design, final design, construction, commissioning, acceptance testing, and Project close-out. The OA shall also provide technical oversight and assist OC SAN with the management of the Project. The OA shall engage with OC SAN and the PDBE in a collaborative approach to

facilitate the successful performance of this PDB Project. The duties of the OA shall include, but shall not be limited to, the scope below. The OA shall include any additional tasks and/or duties as deemed necessary and/or required in order to make this PDB Project successful. The facilitation of Project risk assessments and management meetings with OC SAN must occur and is the responsibility of the OA throughout all three phases of the Project.

**A. PHASE 1 – Procurement Phase**

1. As of Contract Notice to Proceed, the anticipated schedule calls for a one-year procurement phase, with a Notice to Proceed to the PDBE July 1, 2026. The effective start date of this Task will be July 1, 2025, roughly six months after the initiation of Tasks 1 and 2. The basis of planning estimate assumes a two-step best value procurement, allowing OC SAN to leverage preceding efforts on the Ocean Outfalls Task.
2. OA estimates OC SAN issuing the first step of the two-step procurement process January 1, 2026. Six months are allocated to preparatory steps preceding the RFQ release, with six months to implement the procurement and contract with the selected entity.
3. The purpose of the Procurement and Preconstruction Services phase is to:
  - a. Determine and define OC SAN's Project goals and needs
  - b. Prepare a solicitation package to select a PDBE with the capability to design, construct, and integrate the laboratory testing and functionality into the new laboratory building without any compliance issues
  - c. Select the PDBE
  - d. Contract with the PDBE
4. OC SAN's work breakdown structure itemizes three components of procurement services: General Support, Meetings and Workshops, and the Solicitation Package
5. General Support

A total of 1085 hours are budgeted for this scope. 50 hours per month (i.e., 600 hours total) will focus on the project management of the task. This includes a task-specific monthly progress report, reporting to integrate into various OC SAN systems and processes. It is also assumed monthly progress meetings will be held, typically a task monthly progress meeting would feature three attendees for approximately two hours.

This subtask will also include the scope Review and become familiar with the site, record drawings, data collection.

The preliminary geotechnical investigation provided by Ninyo and Moore will also be allocated under this sub-subtask.
6. Meetings and Workshops

It is estimated that six significant workshops will be executed during this phase, four of which are focused on defining the procurement package, two of which are executing the selection and award of the Contract. Assume 720 hours for this scope, 120 hours for each of the six workshops. The 120 hours is inclusive of

meeting preparation, attendance, and necessary action items. The six anticipated workshops include:

- a. Identify Project permitting requirements
- b. Review Conceptual Design Report/Peer Review, workshop necessary guidance/criteria for project-specific scope of work (2 workshops)
- c. Create evaluation criteria
- d. Develop requirements and/or criteria for design standards, construction performance, and develop an implementation process to ensure these requirements and/or criteria are met
- e. Identify requirements for geotechnical site investigation

#### 7. Solicitation Package

920 hours are budgeted for the solicitation package scope. The solicitation package shall cover the Preliminary Design Phase, Final Design Phase, Construction Phase, and Project Closeout. The Preliminary Design Phase of the solicitation package shall include, but not be limited to, meetings with the City of Fountain Valley to determine their permitting requirements, zoning criteria, and exit requirement from Mt. Langley concerning traffic lights.

The Final Design and Construction Phase of solicitation package shall include, but not be limited to, planning, design, permitting, construction, and commissioning support of the new laboratory building and the re-used/new laboratory equipment.

#### 8. The duties of the OA shall include, but not be limited to:

- a. Review and become familiar with the site, record drawings, data collection, and OC SAN document management systems, including PMWeb, SharePoint, Primavera 6, and Oracle Primavera Cloud. OC SAN will provide the OA all available pertinent records, but it shall be the responsibility of the OA to obtain by its own means any additional information that is necessary for the Project, but not possessed by OC SAN, in order to complete the solicitation package.
- b. Develop and prepare the solicitation package including, but not limited to, specifications and plans to select the appropriate PDBE
- c. Assist OC SAN with defining objectives, priorities, constraints
- d. Create evaluation criteria specific to this project
- e. Confirm what is allowed for the PDB delivery method under the applicable statutes and/or policies
- f. Assist OC SAN with the procurement process and PDBE selection process
- g. Coordinate and conduct meetings with OC SAN as needed
- h. Participate in meetings with Environmental Department to identify cost-saving options regarding relocation of fixed elements and other laboratory equipment that can be salvaged and reused to save on the cost of replacing them



- i. Conduct pre-bid meetings and Project site tours with OC SAN and prospective bidders
- j. Identify the list of laboratory equipment that require replacement to avoid contamination, which could be a compliance and sequencing challenge
- k. Develop requirements and/or criteria for design standards, construction performance, and develop an implementation process to ensure these requirements and/or criteria are met
- l. Coordinate the response to all questions from potential proposers
- m. Develop bid addenda
- n. Provide contract negotiation support to optimize opportunity for OC SAN to select the best form of contract and the PDBE with the best proposal that is within the budget.
- o. Facilitate proprietary one-on-one meetings with shortlisted proposers
- p. Identify Project permitting requirements
- q. Identify requirements for geotechnical site investigation
- r. Identify SCADA interface with Laboratory Information Management System (LIMS), building automation system, landscaping, fencing, safety, and security requirements
- s. Develop Project organizational structure that define the roles of the City of Fountain Valley, OC SAN, OC SAN's OA, and the PDBE

## **B. PHASE 2 – Preliminary Design Phase**

1. The purpose of Preliminary Design Phase is to assist OC SAN and the PDBE to confirm the preliminary design scheme that can be incorporated into the new laboratory building while maintaining OC SAN's needs and goals.
2. For planning purposes, the Preliminary Design Phase is estimated to have a one-year duration, and will conclude with the submittal of the Guaranteed Maximum Price (GMP) at what roughly correlates to a 60% level of detail. An interim validation deliverable will be generated by the PDBE and reviewed by OC SAN and the OA.
3. The PDB is assumed to recommend two work packages with two GMPs, one focused on Geotech/structures and one focused on building mechanical, HVAC, and architecture. It is assumed the GMP for Geotech/structures will be available six months after NTP and the GMP for the superstructure will be available 12 months after NTP.
4. The OA shall review the BIM 3D model-based conceptual design, developed by the PDBE, to confirm the site layout and design of the new lab building considering the required office space, storage area, and laboratory equipment, constructability of the building scheme while maintaining the functionality of the laboratory system
5. The OA shall provide resources to help create a collaborative approach between OC SAN and the PDBE through the Preliminary Design Phase

6. The OA must have in-depth knowledge of clash detection/BIM software and provide a shared knowledge resource that can be used for decisions during the laboratory building's design and construction lifecycle
7. The OA shall coordinate and resolve environmental, and technical issues to accomplish efficient delivery of the Preliminary Design Phase. The appropriate ownership of permitting risk shall be established in the procurement phase, integrated into the PDB contract, and managed by the appropriate parties during the preliminary design phase.
8. It is anticipated that an environmental assessment worksheet (CEQA) may be needed for this Project. The OA shall initiate the worksheet process and assist the PDBE in completion of addendum to Program EIR. 216 hours are budgeted to this activity.
9. It is assumed the PDB will hold biweekly technical workshops (two per month) to collaborate and there will be monthly task project progress meetings for this one-year phase.
10. The "general support" subtask of the WBS is dedicated to the management of the task. 50 hours per month (i.e., 600 hours total) will focus on the project management of the task. This includes a task-specific monthly progress report, reporting to integrate into various OC SAN systems and processes. It is also assumed monthly progress meetings will be held, typically a task monthly progress meeting would feature three attendees for approximately two hours.
11. The "meetings and workshops" subtask assumes 24 working PDB meetings (biweekly for 12 months) at 20 hours per meeting (four hours in duration, five OA attendees) plus monthly PDB project review meetings (inclusive of cost and schedule validation. The 12 PDB review meetings are budgeted at 12 hours per meeting (2 attendees, 2 hours per attendee, plus 8 hours of cost/schedule validation. 624 hours are budgeted to this subtask
12. A total of 3,000 hours of technical review is budgeted for the preliminary design phase. The technical duties of the OA shall include, but not be limited to:
  - a. Conduct a design kickoff meeting and regular progress meetings with the PDBE and OC SAN staff to keep OC SAN informed on design progress and issues. OA shall also prepare agenda and meeting minutes and distribute for review comments from attendees
  - b. Coordinate and attend meetings with the City of Fountain Valley and the PDBE as needed
  - c. Provide technical review of materials submitted by the PDBE
  - d. Provide technical review on CEQA and environmental assessment
  - e. Review and evaluate BIM model as submitted by the PDBE to ensure the best use of proven infrastructure in the market
  - f. Provide resources to ensure completion of the Preliminary Design Phase is on schedule and on budget
  - g. Interpret performance requirements to negotiate performance guarantees

- h. Coordinate with the PDBE any required permit application that may be needed during Preliminary Design Phase to ensure permit approval is granted in a timely manner
- i. It is assumed LEED Gold will be set as a project objective during the Procurement Phase and that the project will not pursue Envision certification.

**C. PHASE 3 – Final Design and Construction Phase**

1. The purpose of Final Design and Construction Phase is to apply best practices in the industry to successfully manage the Project during final design, construction, and commissioning of the Project
2. The OA shall work closely with OC SAN and the PDBE to ensure that:
  - a. OC SAN is getting the best value
  - b. The final design, construction, and commissioning of the new laboratory building is completed in a timely manner
  - c. Construction and commissioning sequencing are capable of keeping the laboratory testing in operation at all times.
3. For planning purposes, it is assumed construction will initiate six months after approval of the GMP. Construction is forecast to take two years. A one-year commissioning and closeout period will mostly overlap with construction, with three months extending beyond construction completion.
4. The Final Design and Construction Phase shall include final design, construction, and the commissioning period, during which the new/re-located laboratory equipment shall be commissioned and tested in compliance with regulatory requirements and applicable permits.
5. The OA shall lead the Project through the Final Design and Construction Phase utilizing a collaborative approach between OC SAN and the PDBE. The OA shall coordinate and resolve Project permitting, environmental, and technical issues to accomplish efficient delivery of this phase
6. The OA shall coordinate with PDBE to ensure OC SAN laboratory staff will be relocated to the new Laboratory Building prior to Project closeout
7. The duties of the OA shall include but not be limited to:
  - a. Attend progress meetings and coordinate and conduct additional meetings with OC SAN as needed. Monthly meetings during this phase are assumed.
  - b. Coordinate and attend meetings with any regulatory agencies and the PDBE as needed
  - c. Coordinate with the PDBE on any required permit application that may be needed during the Final Design and Construction Phase to ensure permit approval is granted in a timely manner
  - d. Develop, facilitate a process, and assist OC SAN obtain Guaranteed Maximum Prices (GMPs) for the construction of the Project at the earliest point feasible
  - e. Review and comment on the PDBE's BIM digital representation of the new Laboratory Building to solve any construction issues or concerns

- f. Evaluate different design options and risks and provide its recommendation to OC SAN
- g. Provide options for accelerating specific design packages to accommodate early construction completion, if feasible
- h. Perform Project design review, cost/schedule control, quality and compliance control, and review quality assurance efforts by the PDBE as to complete the Project on schedule and/or below budget
- i. Manage cost negotiations. Cost negotiations shall include providing independent engineering Project cost estimates, evaluating and validating design-build cost proposals, and assisting OC SAN in the negotiations of the GMP
- j. Provide construction engineering support, including Resident Engineer services, for the construction and installation, commissioning, and closeout phases of this Project
- k. Provide technical review comments and response to materials submitted by the PDBE. Technical review and responses shall also include dispute resolution, Request for Information (RFIs), and change orders
- l. Review the submittals including, but not be limited to, shop drawings, vendor tests, certifications, and test reports
- m. Provide field personnel to be in charge of the QA/QC program and coordinate with PDBE/OC SAN to inspect and monitor construction activities
- n. Provide specialty review services during construction including, but not limited to geotechnical engineering, structural engineering, fire protection, landscape architectural, and furniture/fixtures/equipment support services
- o. Coordinate Building commissioning activities with PDBE/OC SAN to ensure no impact to plant operations, regulatory compliance requirements, and overall laboratory analysis. OA shall attend commissioning team meetings to plan, develop the scope, coordinate, schedule activities, resolve problems, review and comment on the commissioning plan, and evaluate the integration/commissioning phase sequencing
- p. Provide monitoring during the acceptance testing activities
- q. Perform site inspections including, but not limited to rough-in of systems and equipment for installation, verification, and adequacy of testing and maintenance arrangements
- r. Participate in Project final inspection and make recommendations on the completion of the work including completion of punch list items, site cleanup, leakage, and overall system operations. OA shall develop punch lists of items required to be completed prior to Final Acceptance of the project by OC SAN
- s. Provide memorandum on satisfaction of required conditions for acceptance tests, substantial completion, and acceptance of the Project
- t. Provide Project completion/closeout support. OA shall inspect, review PDBE's as-built drawings and Final Record Drawings.

- u. Perform necessary construction management activities for the PDBE work, including, but not limited to, construction management, inspection, and Resident Engineer services for construction, installation, commissioning, and closeout phases of this project
- v. Provide necessary support to prepare Certification of Substantial Completion and warranty

A total of 14,860 hours are budgeted for the final design and the two years of construction. 4,000 of those hours are focused on final design, with 10,860 hours focused on construction.

The 4,000 hours of final design are taking two GMPs (roughly a 60 percent level of detail) to a final design. The two GMPs are staggered by six months. Of the 4,000 hours for final design, roughly 600 hours are focus on project management and controls (50 hours per month) with 3000 hours for technical reviews and 400 hours for environmental review documentation and permit coordination. The technical reviews are necessary to ensure the PDB takes the GMP to a final design so the construction team can evaluate whether quality standards have been achieved.

The 10,860 hours includes 10,000 hours for full-time construction management and 860 hours for commissioning/closeout support. OA estimates 2.5 FTE are needed for CM (one full-time resident, one inspector, and half-time support from a second inspector) for two years of construction.

The construction management team will absorb many of the typical construction processes seen in a design-bid-build environment. Through the collaborative nature of the preliminary and final design, OC SAN should stand to benefit from reduced RFIs, submittals, change order disputes, etc. For a project with \$80M of construction, typical construction-phase metrics would include:

1. RFIs: 500, with an average of 8 hours per RFI to respond (4000 hours)
2. Submittals: 500, with an average of 12 hours (8 per submittal, 1.5 review cycles per submittal, adds to 6000 hours)
3. Change Order and dispute resolution: 40, with an average of 16 hours per change order (640).

#### **IV. TENTATIVE TIMELINE**

- July 1 2025 - June 30 2026 – Procurement and Preconstruction Phase
- July 1, 2026: NTP for PDB
- July 1, 2026 - June 30, 2027 – One Year Preliminary Design Phase
- Assumption that PDB will develop two GMPs. One for foundation/structural and one for building mechanical, HVAC, and architectural
- Assumption that GMP for foundation/structural will be available January 1, 2027 and the GMP for building mechanical, HVAC, and architectural will be available July 1, 2027
- Assumes OA/OC SAN approves GMP for
- July 1, 2027 – June 30, 2029 – Construction Phase
- January 2029 to December 2029 – Project Commissioning and Closeout

**V. EXHIBITS**

- For Exhibits 1-18, see Task 2
- Exhibit 19.2: PS19-03 Laboratory Rehabilitation Feasibility Study- Final Report, HDR, April 14, 2023
- Exhibit 19.3: PS19-03 Laboratory Rehabilitation Feasibility Study Peer Review, Hazen and Sawyer, March 2023

## PROGRAM MANAGEMENT AND ORGANIZATION

### I. REQUIRED TASKS

The following required tasks, as further detailed in this Scope of Work (SOW), shall **form the basis for the fee proposal submitted in response to the RFP as negotiated.**

#### A. Task 1 – PDB Program Management

CONSULTANT shall guide OC SAN to develop the comprehensive PDB Program including, but not limited to, workflows and procedures, templates, program implementation plan and schedule, required deliverables, milestones, program document control and change management systems, and other documentations, as applicable, to ensure that the PDB Program meets regulatory and OC SAN's requirements.

#### B. Task 2 – Project No. J-137 Ocean Outfalls Rehabilitation

This project will rehabilitate the 120-inch and the 78-inch Ocean Outfalls. The 120-inch scope of work includes removing debris blocking diffusers access ports, replacing all hardware that reinforces pipe joints, adding ballast rock in shallow sections, replacing existing manhole covers, removing internal outfall sediment deposits, and replacing the flap gates. This Project will also perform a detailed inspection and condition assessment of the 78-inch Emergency Outfall. See the Project No J-137 scope of work for details on the 78-inch Emergency Outfall.

#### C. Task 3 – Project No. J-133 Laboratory Replacement at Plant No.1

This project will replace the Central Laboratory building at Plant No. 1. The new building will be located at 18350 Mt. Langley Street in Fountain Valley, the same location as the existing commercial office building owned by OC SAN, adjacent to the new Headquarters Building. This project includes the demolition of the existing commercial office building and the construction of a new laboratory in its place. See the Project No J-133 scope of work for more details.

#### D. Task 4 – Allowance for Future Tasks

OC SAN may add new projects to the PDB Program described in the RFP. OC SAN currently has a list of prospective projects for future PDB consideration. The review of that list is included in this SOW. OC SAN allocated 2,000 hours for Task 4 to be utilized on as needed basis.

#### E. Task 5 – Legal Support Services

A 500-hour allowance for expert legal services to review agreement templates for compliance with California PDB best practices.

### II. FEE PROPOSAL

The Fee Proposal must be based on Task 1, Task 2, Task 3, and Task 4 as described in the different RFP scopes of work and must include all requirements and deliverables as further detailed below.

- A. For Tasks 1 and 2 the Cost Matrix and Summary (Attachment I) should be based on 2025 anticipated hourly rates.

- B. For Task 3, the Cost Matrix and Summary (Attachment I) should be based on 2026 anticipated hourly rates.
- C. For Task 4, the Cost Matrix and Summary (Attachment I) should be based on 2026 anticipated hourly rates.
- D. All project invoicing is assumed to be aggregated on a contractual basis, with sections of the invoice dedicated to each of the five contract tasks.

### **III. KEY POSITIONS, ROLE, AND EXPERIENCE**

The OA shall be co-located with OC SAN staff and selected PDB Firm. Co-location is a best practice for PDB delivery recommended by DBIA and the WCDA. The RFP stated an assumption that the OA team would be co-located at OC SAN in a construction trailer at Plant 1. OC SAN has since clarified that assumption that OA staff can be deployed at OC SAN's headquarters building. Travel to OC SAN will be common for key staff (such as Task Leads, Project Controls Lead, etc.). All travel will be aggregated and billed within Task 1.

OC SAN Project Managers will provide direction on the necessity of support staff appearing in-person versus a hybrid meeting via teams (example: the necessity of cost estimating and scheduling during design workshops for GMP development).

CONSULTANT's proposal must clearly demonstrate the experience and qualifications outlined below. CONSULTANT shall provide the following key staff.

#### **A. Program/Project Manager (PM)**

1. The individual in this role shall manage CONSULTANT's teams assigned to various Tasks and shall coordinate various CONSULTANT's assignments to ensure consistency of program/project(s) implementation.
2. OC SAN's Project Manager with assistance of CONSULTANT's PM will serve as the main point of contact for each task described herein.
3. PM shall be responsible for providing development and implementation support for OC SAN's PDB Program, including planning, organization, procurement documentation, budget, and schedule development. PM shall ensure the quality of PDB Program and all project(s) deliverables.
4. PM must demonstrate the following experience and qualifications:
  - a. Minimum of 5 years of program and collaborative project delivery experience with demonstrated ability to manage large project teams and a minimum of 2 years of direct PDB experience leading design workshops, constructability reviews, value engineering sessions, public hearings, or similar types of meetings.
  - b. Holding of similar positions with the same or similar responsibilities of PDB OA as specified in the RFP. Project experience must include management, planning, engineering, construction support, and change management for collaborative delivery projects of similar size, nature, and complexity.
  - c. Minimum of 2 years' experience in construction demonstrating collaboration with contractors in true partnership and team building structure, preferably in PDB projects.



- d. Be a registered engineer in the State of California and have a DBIA certification
- e. Project Management Professional (PMP) is desirable.

**B. Project Engineer (PE)/ Resident Engineer (RE)**

- 1. Individual(s) in this capacity will be responsible for oversight and production of the technical work, including planning, design support, and construction management support as needed to assist OC SAN's PDB Program and project teams with implementation of the PDB Program on projects identified as required tasks.
- 2. Individuals proposed as PEs/REs for required tasks must demonstrate experience with projects of similar size, nature, and complexity; and be a registered professional engineer in the State of California. DBIA certification is required.
- 3. For future Tasks not specifically identified in the RFP, PE/RE qualification requirements will be provided in OC SAN's future Request for Task Proposal.

**C. Lead Program Controls (PC)**

- 1. PC will be responsible for monitoring and auditing information related to project controls, scheduling, work breakdown structure (WBS), and budgeting.
- 2. PC must meet the following qualifications:
  - a. Minimum of 5 years of project controls experience
  - b. Minimum of 2 years' experience as a lead Project Controls or similar position with responsibility for complex projects of \$25 Million or more
  - c. Professional project controls management certification such as Project Management Professional (PMP). Certified Project Control Professional (CPCP) is not required but is encouraged.

**D. Lead Program Scheduler (PS)**

- 1. PS will be responsible for:
  - a. Design, implementation, and maintenance of the PDB Program and individual projects schedules
  - b. Creating and maintaining the PDB Program schedule templates and individual customized Project schedules in Primavera 6 (P6) or Oracle Primavera Cloud, including the monthly schedule updates
  - c. Creating programmatic cash flow curves and suggest customized cash flow curves for each project, including the yearly cash flow curve updates at the time of yearly OC SAN Budget Validation
  - d. Coordinating the PDB Program schedule with project schedules for projects identified as Required Tasks and any additional tasks once negotiated between OC SAN and CONSULTANT
  - e. Reviewing contractor's pay application (PayApp), issuing narrative, and assisting in PayApp negotiations

2. Individual(s) in this role are also expected to coordinate other projects, contractors, and consultants, when applicable.
3. PS must meet the following experience requirements:
  - a. Minimum of 5 years of project scheduling experience
  - b. Minimum of 3 years' experience as a Lead Scheduler on complex projects of \$25 Million or more
  - c. Professional scheduling certification such as Project Scheduling Professional (PMI-SP). Planning and Scheduling Professional (PSP) is not required, but is encouraged.
  - d. The PS shall provide a construction scheduler, proficient in the use of Primavera P6 Professional Project Management software and Oracle Primavera Cloud, who shall have a minimum of 5 years of verifiable experience in construction work sequencing, productivity, preparation, and maintenance of detailed construction schedules for individual contracts of \$25 Million or more in constructed value.

#### **E. Program Cost Estimator (PCE)**

1. PCE will prepare the PDB Program/project cost estimates, cost estimate reviews, estimate and review of GMP for each PDB project.
2. PCE will provide support to OC SAN's staff with review and analysis of construction budgets and the Budget Validation.
3. PCE must meet the following experience requirements:
  - a. Minimum of 5 years of cost estimating experience
  - b. Minimum 3 years' experience as lead cost estimator on complex projects of \$25 Million or more
  - c. Held positions of similar responsibility as described in this SOW
  - d. Cost estimator certifications, such as Professional Cost Estimator/Analyst (PCEA), Certified Estimating Professional (CEP), or Certified Professional Estimator (CPE), or equivalent is not required, but encouraged. DBIA certification is required.
  - e. Demonstrated proficiency in using cost estimating software such as RS Means, Timberline, CostLink/MCACES, Excel or equivalent
  - f. The cost estimates shall be prepared by a qualified cost estimator. For projects with a construction cost of \$25 Million or more, the person preparing the estimate shall have a minimum of 5 years of cost estimating experience and shall have prepared estimates for at least 4 projects of similar size and complexity. Although not required, OC SAN prefers that the estimator be certified by a national cost estimating organization or society.

#### **F. Quality Control Manager (QCM)**

1. The CONSULTANT shall provide a QCM. The QCM shall provide oversight of the quality control program. The QCM shall work with OC SAN to develop a program-

specific quality control plan and ensure that the program's plan is implemented and followed.

2. The QCM should have the following experience and qualifications:
  - a. A minimum of 5 years' experience in quality control, with at least 3 years working on a large, multi-discipline design-build/PDB project
  - b. Held positions of similar responsibility to that described herein for a project with construction valued at \$25 million or greater
  - c. Project experience should include QA/QC plan development, implementation, and monitoring; plan and specification document checking and review; and change management.
  - d. Be a registered engineer in the State of California

**G. Contract Administrator and Solicitation Support Coordinator**

Individual(s) in this role will provide technical assistance with development, quality control, and technical review of all required standard PDB templates and project specific RFP/RFQ documents. CONSULTANT shall be responsible for production, document control, and review coordination with OC SAN staff and legal counsel review when applicable. CONSULTANT shall work closely with and provide technical support to OC SAN's Contracts Administration PDB Program and project assigned staff during solicitation and post-award phases of each Task identified in this SOW.

**IV. DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES TO BE PROVIDED**

- A. Overall responsibility for selection, termination, development, performance, and succession management of program/project related staff within CONSULTANT teams.
- B. Direct development of CONSULTANT's budgets and services to ensure compliance of the program/project(s) within planned expenditures and schedules.
- C. Ensure that the program/project(s) is implemented in compliance with applicable regulatory requirements and OC SAN's policies and procedures, including program audits and other methods of oversight.
- D. Ensure that the program/project(s) activities are executed in a manner compliant with OC SAN's permit and environmental requirements and in keeping with OC SAN's mission and goals.
- E. Ensure the development, compliance, and maintenance of the program/project(s) policies and procedures applicable to the PDB delivery method as well as overall adherence to the Program Risk Management Plan.
- F. Assist OC SAN's staff coordinate with legal counsel, as applicable, to ensure legal compliance in all relevant areas.
- G. Provide program/project support to OC SAN's staff with Board, management, and staff presentations and communications including, but not limited to, reports, charts, forms, letters, and other administrative duties as needed.