



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

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

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

PUBLIC PARTICIPATION

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

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

You may submit your comments and questions in writing for the Operations Committee's consideration in advance of the meeting by using the eComment feature available via the webpage above or sending them to OCSanClerk@ocsd.com with the subject line "PUBLIC COMMENT ITEM # (insert the item number relevant to your comment)" or "PUBLIC COMMENT NON-AGENDA ITEM". Submit your written comments by 5:00 p.m. on Tuesday, February 2, 2021.

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

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

Thank you.

Serving:

Anaheim

Brea

Buena Park

Cypress

Fountain Valley

Fullerton

Garden Grove

Huntington Beach

Irvine

La Habra

La Palma

Los Alamitos

Newport Beach

Orange

Placentia

Santa Ana

Seal Beach

Stanton

Tustin

Villa Park

County of Orange

Costa Mesa
Sanitary District

Midway City
Sanitary District

Irvine Ranch
Water District

Yorba Linda
Water District



Orange County Sanitation District

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

January 27, 2021

NOTICE OF MEETING

OPERATIONS COMMITTEE ORANGE COUNTY SANITATION DISTRICT

Wednesday, February 3, 2021 – 5:00 P.M.

ACCESSIBILITY FOR THE GENERAL PUBLIC

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

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

A regular meeting of the Operations Committee of the Orange County Sanitation District will be held in the manner indicated herein on
Wednesday, February 3, 2021 at 5:00 p.m.

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

OPERATIONS COMMITTEE MEETING DATE	BOARD MEETING DATE
02/03/21	02/24/21
03/03/21	03/24/21
04/07/21	04/28/21
05/05/21	05/26/21
06/02/21	06/23/21
07/07/21	07/28/21
AUGUST DARK	08/25/21
09/01/21	09/22/21
10/06/21	10/27/21
11/03/21	11/17/21 *
12/01/21	12/15/21 *
JANUARY DARK	01/26/22

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

ROLL CALL

OPERATIONS COMMITTEE Engineering and Operations & Maintenance

Meeting Date: February 3, 2021

Time: 5:00 p.m.

Adjourn: _____

COMMITTEE MEMBERS (14)

Stacy Berry (Chair)	
Brooke Jones (Vice-Chair)	
Doug Chaffee	
Stephen Faessel	
Ryan Gallagher	
Johnathan Ryan Hernandez	
Steve Jones	
Sandra Massa-Lavitt	
Mark Murphy	
Bob Ooten	
Jesus J. Silva	
Chad Zimmerman	
David Shawver (Board Chair)	
John Withers (Board Vice-Chair)	

OTHERS

Brad Hogin, General Counsel	

STAFF

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

ORANGE COUNTY SANITATION DISTRICT
BOARD OF DIRECTORS
Complete Roster

Effective 1/27/2021

AGENCY/CITIES	ACTIVE DIRECTOR	ALTERNATE DIRECTOR
Anaheim	Stephen Faessel	Jose Diaz
Brea	Glenn Parker	Steven Vargas
Buena Park	Art Brown	Connor Traut
Cypress	Stacy Berry	Anne Hertz
Fountain Valley	Patrick Harper	Glenn Grandis
Fullerton	Jesus J. Silva	Nick Dunlap
Garden Grove	Steve Jones	John O'Neill
Huntington Beach	Kim Carr	Dan Kalmick
Irvine	Anthony Kuo	Farrah N. Khan
La Habra	Rose Espinoza	Jose Medrano
La Palma	Marshall Goodman	Nitesh Patel
Los Alamitos	Mark A. Chirco	Ron Bates
Newport Beach	Brad Avery	Joy Brenner
Orange	Mark Murphy	Kim Nichols
Placentia	Chad Wanke	Ward Smith
Santa Ana	Johnathan Ryan Hernandez	Nelida Mendoza
Seal Beach	Sandra Massa-Lavitt	Schelly Sustarsic
Stanton	David Shawver	Carol Warren
Tustin	Ryan Gallagher	Austin Lumbard
Villa Park	Chad Zimmerman	Robert Collacott

Sanitary/Water Districts

Costa Mesa Sanitary District	Bob Ooten	Art Perry
Midway City Sanitary District	Andrew Nguyen	Sergio Contreras
Irvine Ranch Water District	John Withers	Douglas Reinhart
Yorba Linda Water District	Brooke Jones	Phil Hawkins

County Areas

Board of Supervisors	Doug Chaffee	Donald P. Wagner
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OPERATIONS COMMITTEE
Regular Meeting Agenda
Wednesday, February 3, 2021 - 5:00 PM
Board Room
Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

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

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

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

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

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

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

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

Clerk of the Board

PUBLIC COMMENTS:

Your participation is always welcome. The Operations Committee meeting will be available to the public online at: <https://ocsd.legistar.com/Calendar.aspx>.

You may submit your comments and questions in writing for the Committee's consideration in advance of the meeting by using the eComment feature available via the webpage above or sending them to OCSanClerk@ocsd.com with the subject line "PUBLIC COMMENT ITEM # (insert the item number relevant to your comment)" or "PUBLIC COMMENT NON-AGENDA ITEM". Submit your written comments by 5:00 p.m. on February 2, 2021.

You may also submit comments and questions for the Committee's consideration during the meeting by using the eComment feature that will be available via the webpage above for the duration of the meeting. All public comments will be provided to the Operations Committee and may be read into the record or compiled as part of the record.

REPORTS:

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

CONSENT CALENDAR:

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

1. APPROVAL OF MINUTES**[2020-1390](#)****RECOMMENDATION:**

Approve Minutes of the Regular Meeting of the Operations Committee Meeting on December 2, 2020.

Originator: Kelly Lore

Attachments: [Agenda Report](#)
[12-02-2020 Operations Committee Minutes](#)

2. **PLANT NO. 1 PRIMARY EFFLUENT PUMP STATION PUMP NO. 3** [2021-1436](#)
VARIABLE FREQUENCY DRIVE REPLACEMENT

RECOMMENDATION:

- A. Approve a Purchase Order Contract for the purchase and installation of a replacement variable speed drive for Plant No. 1 Primary Effluent Pump Station Pump No. 3, using the U.S. Communities Master Agreement No. EV2370, to Graybar Electric, for an amount not to exceed \$113,890, including Sales Tax and Freight (FOB Destination); and
- B. Approve a contingency of \$11,389 (10%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)

3. **DIGESTER FERRIC CHLORIDE PIPING REPLACEMENT AT PLANT** [2020-1345](#)
NO. 1, PROJECT NO. P1-135

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Digester Ferric Chloride Piping Replacement at Plant No. 1, Project No. P1-135;
- B. Award a Construction Contract to Performance Plumbing & Mechanical Inc., dba PPM Contracting, for Digester Ferric Chloride Piping Replacement at Plant No. 1 for a total amount not to exceed \$515,000; and
- C. Approve a contingency of \$51,500 (10%).

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[P1-135 Contract Agreement and Exhibit A Schedule of Prices](#)

4. **QUARTERLY ODOR COMPLAINT REPORT** [2021-1399](#)

RECOMMENDATION:

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

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[FY 2020-21 2nd Qtr Odor Complaints Report Summary](#)

5. PLANT NO. 1 BUILDING 5/6 UNINTERRUPTIBLE POWER SUPPLY REPLACEMENT [2021-1440](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Purchase Order Contract for the purchase and installation of a replacement uninterruptible power supply system for Plant No. 1 Building 5/6, using the U.S. Communities Master Agreement No. EV2370, to Graybar Electric for an amount not to exceed \$92,362, plus Sales Tax and Freight (FOB Destination); and
- B. Approve a contingency of \$9,236 (10%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)

NON-CONSENT:

6. TAFT BRANCH IMPROVEMENTS, PROJECT NO. 2-49 [2020-1343](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Professional Design Services Agreement with Woodard & Curran, Inc. to provide engineering services for Taft Branch Improvements, Project No. 2-49, for an amount not to exceed \$2,200,000; and
- B. Approve a contingency of \$220,000 (10%).

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[2-49 PDSA Agreement \(Draft\)](#)
[Item 6 PPP 2-49 PDSA](#)

7. BAY BRIDGE PUMP STATION REPLACEMENT, PROJECT NO. 5-67 [2020-1344](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Consider, receive, and certify the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67, dated January 2021; and
- B. Adopt Resolution No. OC SAN 21-XX, entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District Certifying the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67; Adopting the Mitigation Monitoring Program; and Approving the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67".

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[Resolution No. OC SAN 21-XX](#)
[Resolution OC SAN 21-XX Exhibit A Facts and Findings FINAL](#)
[Item 7 PPP 5-67 CEQA](#)

8. ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT [2021-1407](#)

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Engineering Program Contract Performance Report for the period ending December 31, 2020.

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[CIP Contract Report 20201231](#)

INFORMATION ITEMS:

9. RESERVES AND INVESTMENTS POLICIES [2021-1416](#)

RECOMMENDATION:

Information Item.

Originator: Lorenzo Tyner

Attachments: [Agenda Report](#)
[Item 9 PPP - Reserves Investments Policies](#)

DEPARTMENT HEAD REPORTS:

CLOSED SESSION:

None.

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

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

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

ADJOURNMENT:

The next Operations Committee meeting is scheduled for Wednesday, March 3, 2021 at 5:00 p.m.



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2020-1390

Agenda Date: 2/3/2021

Agenda Item No: 1.

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

SUBJECT:

APPROVAL OF MINUTES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Approve Minutes of the Regular Meeting of the Operations Committee Meeting on December 2, 2020.

BACKGROUND

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

RELEVANT STANDARDS

- Resolution No. OCSD 19-19

ATTACHMENT

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

- Minutes of the Operations Committee meeting held December 2, 2020



CALL TO ORDER

A regular meeting of the Operations Committee was called to order by Committee Chair Bob Collacott on Wednesday, December 2, 2020 at 5:01 p.m. in the Administration Building of the Orange County Sanitation District. Chair Collacott stated that the meeting was being held telephonically and via audio/video teleconferencing in accordance with the Governor's Executive Order No. N-29-20, due to the Coronavirus Pandemic (COVID-19). Director Fred Smith led the Flag Salute.

ROLL CALL AND DECLARATION OF QUORUM:

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

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

ABSENT: None

STAFF PRESENT: Jim Herberg, General Manager; Kelly Lore, Clerk of the Board; and Joshua Martinez were present in the Board Room. Rob Thompson, Assistant General Manager; Lorenzo Tyner, Assistant General Manager; Celia Chandler, Director of Human Resources; Kathy Millea, Director of Engineering; Lan Wiborg, Director of Environmental Services; Brian Engeln; Jennifer Cabral; Tina Knapp; Jeff Mohr; Adam Nazaroff; Don Stokes; Thomas Vu; Brian Waite; and Eros Yong were in attendance telephonically.

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

PUBLIC COMMENTS:

None.

Clerk of the Board Kelly Lore announced that Late Communication had been received requesting that Item No. 5 be pulled from consideration due to a recent protest.

REPORTS:

Assistant General Manager Rob Thompson provided an update on Prevention Maintenance Optimization as it related to the Asset Management Plan on the agenda.

CONSENT CALENDAR:

Board Chair Shawver and Operations Committee Vice-Chair Yarc appeared to be disconnected during the Consent Calendar voting.

1. APPROVAL OF MINUTES [2020-1312](#)

Originator: Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular Meeting of the Operations Committee Meeting on November 4, 2020.

2. RETURN ACTIVATED SLUDGE PUMP STATION ELEVATOR REHABILITATION AT PLANT NO. 2, PROJECT NO. SC19-03 [2020-1079](#)

Originator: Kathy Millea

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

- A. Approve a Service Contract to OTIS Elevator Co. for elevator rehabilitation services using the OMNIA Partners (formerly National IPA) cooperative contract for the Return Activated Sludge Pump Station Elevator Rehabilitation at Plant No. 2, Project No. SC19-03, for a total amount not to exceed \$432,400; and
- B. Approve a contingency of \$86,480 (20%).

AYES: Robert Collacott, Brad Avery, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Sandra Massa-Lavitt, Nelida Mendoza (Alternate), Jesus Silva, Fred Smith and John Withers

NOES: None

ABSENT: Mariellen Yarc and David Shawver

ABSTENTIONS: None

3. SEAL BEACH PUMP STATION ISOLATION VALVE REPLACEMENT, PROJECT NO. FRC-0004 [2020-1144](#)

Originator: Kathy Millea

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

- A. Receive and file Bid Tabulation and Recommendation for Seal Beach Pump Station Isolation Valve Replacement, Project No. FRC-0004;
- B. Award a Construction Contract to J.R. Filanc Construction Co., Inc. for Seal Beach Pump Station Isolation Valve Replacement, Project No. FRC-0004, in the amount of \$466,830; and
- C. Approve a contingency of \$93,366 (20%).

AYES: Robert Collacott, Brad Avery, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Sandra Massa-Lavitt, Nelida Mendoza (Alternate), Jesus Silva, Fred Smith and John Withers

NOES: None

ABSENT: Mariellen Yarc and David Shawver

ABSTENTIONS: None

4. CENGEN SUPPLY AIR FAN SUPPORT REPLACEMENT AT PLANT NO. 2, PROJECT NO. MP-305 [2020-1217](#)

Originator: Kathy Millea

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

- A. Receive and file Bid Tabulation and Recommendation for CenGen Supply Air Fan Support Replacement at Plant No. 2, Project No. MP-305;
- B. Award a Construction Contract to J.R. Filanc Construction Co., Inc. for CenGen Supply Air Fan Support Replacement at Plant No. 2, Project No. MP-305, for a total amount not to exceed \$297,000; and
- C. Approve a contingency of \$44,550 (15%).

AYES: Robert Collacott, Brad Avery, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Sandra Massa-Lavitt, Nelida Mendoza (Alternate), Jesus Silva, Fred Smith and John Withers

NOES: None

ABSENT: Mariellen Yarc and David Shawver

ABSTENTIONS: None

5. PLANT WATER PIPELINE REPLACEMENT IN KINNISON, LINDSTROM, AND SCOTT TUNNELS AT PLANT NO. 2, PROJECT NO. FE18-14 [2020-1272](#)

Originator: Kathy Millea

Item No. 5 pulled from consideration and not heard.

- A. Receive and file Bid Tabulation and Recommendation for Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2, Project No. FE18-14;
- B. Award a Construction Contract to MMC Inc. for Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2, Project No. FE18-14, for a total amount not to exceed \$1,134,000; and
- C. Approve a contingency of \$170,100 (15%).

6. PURCHASE OF TWO 220 KVA TRAILER MOUNTED DIESEL GENERATORS

[2020-1323](#)

Originator: Rob Thompson

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

- A. Approve a Purchase Order to Multiquip Inc. for the purchase of two Multiquip Model DCA220 Trailer Mounted Diesel 220 kVA Electric Generators (Tier-4 Final Engine) using Sourcewell Cooperative Contract No. 041719-MTQ for a total amount not to exceed \$230,950; and
- B. Approve a contingency of \$11,548 (5%).

AYES: Robert Collacott, Brad Avery, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Sandra Massa-Lavitt, Nelida Mendoza (Alternate), Jesus Silva, Fred Smith and John Withers

NOES: None

ABSENT: Mariellen Yarc and David Shawver

ABSTENTIONS: None

7. JANITORIAL & FLOOR MAINTENANCE SERVICE CONTRACT FOR PLANT NOS. 1 AND 2

[2020-1296](#)

Originator: Rob Thompson

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

- A. Approve a Service Agreement with JLK Enterprise, Inc. for janitorial and floor maintenance service at Plant Nos. 1 and 2, Specification No. S-2020-1189BD, for the period February 1, 2021 through January 31, 2023, for an amount not to exceed \$1,280,560, with three one-year renewal options in the amount of \$640,280 per year; and
- B. Approve a 10% contingency per contract term: \$128,056 (10%) for the initial two-year term and \$64,028 (10%) for each subsequent one-year renewal period.

AYES: Robert Collacott, Brad Avery, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Sandra Massa-Lavitt, Nelida Mendoza (Alternate), Jesus Silva, Fred Smith and John Withers
NOES: None
ABSENT: Mariellen Yarc and David Shawver
ABSTENTIONS: None

8. PURCHASE OF 56 ELECTRIC CARTS [2020-1355](#)

Originator: Rob Thompson

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

- A. Award a Purchase Order to Southwest Toyota Lift for the purchase of 56 electric carts using OMNIA Partners Cooperative Contract No. EV2671 for a total amount not to exceed \$1,101,172; and
- B. Approve a contingency of \$55,059 (5%).

AYES: Robert Collacott, Brad Avery, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Sandra Massa-Lavitt, Nelida Mendoza (Alternate), Jesus Silva, Fred Smith and John Withers
NOES: None
ABSENT: Mariellen Yarc and David Shawver
ABSTENTIONS: None

9. PREVENTATIVE MAINTENANCE SERVICE FOR FIVE ALFA LAVAL CENTRIFUGES, MODEL ALDEC G3-125 [2020-1342](#)

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

- A. Approve a Sole Source Purchase Order Service Contract with Alfa Laval to perform Original Equipment Manufacturer recommended biennial Preventative Maintenance on five centrifuge units at Plant No. 2 for an amount not to exceed \$101,693, plus applicable taxes and freight; and
- B. Approve a contingency of \$20,338 (20%).

AYES: Robert Collacott, Brad Avery, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Sandra Massa-Lavitt, Nelida Mendoza (Alternate), Jesus Silva, Fred Smith and John Withers
NOES: None
ABSENT: Mariellen Yarc and David Shawver
ABSTENTIONS: None

10. **PLANT NO. 2; REBUILD ROTATING ASSEMBLY, ALFA LAVAL CENTRIFUGE, MODEL ALDEC G3-125** [2020-1341](#)

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

Approve a Sole Source Purchase Order contract to rebuild one rotating assembly for Alfa Laval Centrifuges at Plant No. 2 for a total amount not to exceed \$197,846.

AYES: Robert Collacott, Brad Avery, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Sandra Massa-Lavitt, Nelida Mendoza (Alternate), Jesus Silva, Fred Smith and John Withers

NOES: None

ABSENT: Mariellen Yarc and David Shawver

ABSTENTIONS: None

Operations Committee Vice-Chair Yarc appeared to be disconnected during the roll call vote for Item Nos. 11 & 12.

NON-CONSENT:

11. **CEQA - FACILITIES MASTER PLAN, PROJECT NO. PS17-08** [2020-1318](#)

Originator: Kathy Millea

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

- A. Consider, receive, and certify the Final Program Environmental Impact Report for the CEQA - Facilities Master Plan, Project No. PS17-08; and
- B. Adopt Resolution No. OCSD 20-XX, entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District Certifying the Program Environmental Impact Report for the Facilities Master Plan, Project No. PS17-08; Adopting a Statement of Facts and Findings; Adopting a Statement of Overriding Considerations; and Adopting a Mitigation Monitoring and Reporting Program".

AYES: Robert Collacott, Brad Avery, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Sandra Massa-Lavitt, Nelida Mendoza (Alternate), Jesus Silva, Fred Smith, David Shawver and John Withers

NOES: None

ABSENT: Mariellen Yarc

ABSTENTIONS: None

12. ORANGE COUNTY SANITATION DISTRICT 2020 ASSET MANAGEMENT PLAN[2020-1332](#)**Originator:** Kathy Millea

Engineering Manager Eros Yong provided a PowerPoint presentation regarding the item.

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

Receive and file the Orange County Sanitation District 2020 Asset Management Plan.

AYES: Robert Collacott, Brad Avery, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Sandra Massa-Lavitt, Nelida Mendoza (Alternate), Jesus Silva, Fred Smith, David Shawver and John Withers

NOES: None

ABSENT: Mariellen Yarc

ABSTENTIONS: None

INFORMATION ITEMS:

None.

DEPARTMENT HEAD REPORTS:

None.

CLOSED SESSION:

None.

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

Board Chair Shawver thanked the outgoing members of the Committee for their years of service. Directors Smith and Kring provided parting comments.

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

None.

ADJOURNMENT:

Chair Collacott adjourned the Operations Committee meeting at 5:46 p.m. until the next regularly scheduled meeting of Wednesday, February 3, 2021 at 5:00 p.m.

Submitted by:

Kelly A. Lore, MMC
Clerk of the Board



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2021-1436

Agenda Date: 2/3/2021

Agenda Item No: 2.

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

SUBJECT:

PLANT NO. 1 PRIMARY EFFLUENT PUMP STATION PUMP NO. 3 VARIABLE FREQUENCY DRIVE REPLACEMENT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a Purchase Order Contract for the purchase and installation of a replacement variable speed drive for Plant No. 1 Primary Effluent Pump Station Pump No. 3, using the U.S. Communities Master Agreement No. EV2370, to Graybar Electric, for an amount not to exceed \$113,890, including Sales Tax and Freight (FOB Destination); and
- B. Approve a contingency of \$11,389 (10%).

BACKGROUND

The Orange County Sanitation District's (Sanitation District) Primary Effluent Pump Station (PEPS) contains three 45-million gallon per day pumps that feed a portion of the secondary treatment facilities at Plant No. 1. PEPS Pump Nos. 1 and 2 are driven by electric motors with new Variable Frequency Drives (VFD) to regulate the rate of flow into the secondary treatment facilities.

RELEVANT STANDARDS

- Protect OC San assets
- 24/7/365 treatment plant reliability
- Maintain a proactive asset management program

PROBLEM

The existing PEPS Pump No. 3 VFD was installed in 1993. The 28-year-old VFD is out of service, obsolete, and no longer repairable. An operational and reliable VFD is required to manage peak wet weather flows, provide a standby pump, and mitigate the risk of a primary effluent spill.

PROPOSED SOLUTION

Staff recommends replacing PEPS Pump No. 3 VFD with a new turn-key solution from US

Communities/Graybar. The new VFD will allow the PEPS to reliably operate and will reduce risk in emergency conditions to manage peak wet weather flow events.

TIMING CONCERNS

Proceeding expeditiously to restore pump station capacity prior to an upcoming CIP project, Project No. P1-133, will improve reliability and reduce operational risks.

RAMIFICATIONS OF NOT TAKING ACTION

Not taking action will impact PEPS design capacity, reliability, and the ability to restore flow in the event of a remaining pump or VFD failure.

ADDITIONAL INFORMATION

The scope of this project covers replacement of existing Toshiba VFD unit with new VFD unit. A 10% contingency has been requested to cover any unforeseen issues with existing equipment or cabling during replacement.

CEQA

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

FINANCIAL CONSIDERATIONS

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

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
02/03/2021	\$113,890	\$11,389 (10%)

ATTACHMENT

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

N/A

RM:nb:ab:gc



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2020-1345

Agenda Date: 2/3/2021

Agenda Item No: 3.

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

SUBJECT:

DIGESTER FERRIC CHLORIDE PIPING REPLACEMENT AT PLANT NO. 1, PROJECT NO. P1-135

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Digester Ferric Chloride Piping Replacement at Plant No. 1, Project No. P1-135;
- B. Award a Construction Contract to Performance Plumbing & Mechanical Inc., dba PPM Contracting, for Digester Ferric Chloride Piping Replacement at Plant No. 1 for a total amount not to exceed \$515,000; and
- C. Approve a contingency of \$51,500 (10%).

BACKGROUND

Digester gas produced by digestion of wastewater sludge in anaerobic digesters contains mostly methane and carbon dioxide, but also hydrogen sulfide that must be limited in concentration to comply with South Coast Air Quality Management District permit conditions associated with the Central Generation co-generation facility. These facilities supply approximately two-thirds of the Orange County Sanitation District's (Sanitation District) power requirements.

Ferric chloride is added to anaerobic digesters to reduce the hydrogen sulfide concentration in the digester gas. To do this, small diameter piping is routed through utility tunnels from an existing digester ferric chloride facility to Anaerobic Digesters 7 through 16.

RELEVANT STANDARDS

- Comply with environmental permit requirements
- Comply with California Public Contract Code Section 20103.8, award construction contract to the lowest responsible bidder

PROBLEM

The existing digester ferric chloride piping is failing and has required repairs in numerous locations due to age and partial blockage.

PROPOSED SOLUTION

Award a Construction Contract for Digester Ferric Chloride Piping Replacement at Plant No. 1, Project No. P1-135. This contract will replace the deteriorated digester ferric chloride piping, valves, and appurtenances from the ferric chloride facility to each of the digesters to prevent periodic blockages and provide reliable injection of ferric chloride to digesters.

TIMING CONCERNS

A piping system failure preventing the addition of ferric chloride could result in a permit violation.

RAMIFICATIONS OF NOT TAKING ACTION

Without this project, the risk of pipe failure will continue to increase.

ADDITIONAL INFORMATION

The Sanitation District advertised for bids on October 27, 2020, and six sealed bids were received on December 8, 2020. A summary of the bids follows:

Engineer's Estimate	\$ 532,000
<u>Bidder</u>	<u>Amount of Bid</u>
Performance Plumbing & Mechanical Inc., dba PPM Contracting	\$ 515,000
Innovative Construction Solutions	\$ 540,000
Mehta Mechanical Co., dba MMC Inc.	\$ 584,280
Tharsos Inc.	\$ 595,000
Environmental Construction, Inc.	\$ 598,449
Houalla Enterprises, Ltd. dba Metro Builders & Engineers Group, Ltd.	\$ 771,173

The bids were evaluated in accordance with the Sanitation District policies and procedures. A notice was sent to all the bidders on January 8, 2021 informing them of the intent of the Sanitation District to recommend award of the construction contract to Performance Plumbing & Mechanical Inc., dba PPM Contracting.

Staff recommends awarding a Construction Contract to the lowest responsive bidder, PPM Contracting, for Digester Ferric Chloride Piping Replacement at Plant No.1, Project No. P1-135, for a total amount not to exceed \$515,000.

CEQA

The project is included in the Headworks Rehabilitation at Plant No.1, Project No. P1-105 Mitigated Negative Declaration (MND) State Clearinghouse Number 2019049152. This MND was certified by the Board of Directors and a Notice of Determination was filed on July 25, 2019.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted (Adopted Budget, Fiscal Years 2020-2021 and 2021-22, Section 8, Page 63, Digester Ferric Chloride Piping Replacement at Plant No. 1, Project No. P1-135) and the budget is sufficient for the recommended action.

ATTACHMENT

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

- Construction Contract

GR:dm:gc

PART A
CONTRACT AGREEMENT

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CONTRACT AGREEMENT
ORANGE COUNTY SANITATION DISTRICT

PROJECT NO. P1-135
DIGESTER FERRIC CHLORIDE PIPING REPLACEMENT AT PLANT NO. 1

THIS AGREEMENT is made and entered into, to be effective, this February 24, 2021, by and between Performance Plumbing & Mechanical Inc. dba PPM Contracting, hereinafter referred to as "CONTRACTOR" and the Orange County Sanitation District, hereinafter referred to as "OCSD".

WITNESSETH

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

SECTION – 1 GENERAL CONDITIONS

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

A. Contract Documents Order of Precedence

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

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

specified shall be the same as similar parts that are shown or specified, or as directed. Full-size details shall take precedence over scale Drawings as to shape and details of construction. Specifications shall govern as to material and workmanship.

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

discrepancy save only at CONTRACTOR's own risk and expense. The decision of the ENGINEER shall be final.

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

B. Definitions

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

SECTION – 2 MATERIALS AND LABOR

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

SECTION – 3 PROJECT

The Project is described as:

**PROJECT NO. P1-135
DIGESTER FERRIC CHLORIDE PIPING REPLACEMENT AT PLANT NO. 1**

SECTION – 4 PLANS AND SPECIFICATONS

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

PROJECT NO. P1-135

DIGESTER FERRIC CHLORIDE PIPING REPLACEMENT AT PLANT NO. 1

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

SECTION – 5 TIME OF COMMENCEMENT AND COMPLETION

CONTRACTOR agrees to commence the Project within 15 calendar days from the date set forth in the “Notice to Proceed” sent by OCSD, unless otherwise specified therein and shall diligently prosecute the Work to completion within two hundred fifty-five (255) calendar days from the date of the “Notice to Proceed” issued by OCSD, excluding delays caused or authorized by OCSD as set forth in Sections 7, 8, and 9 hereof, and applicable provisions in the General Conditions.

The time for completion includes five (5) calendar days determined by OCSD likely to be inclement weather when CONTRACTOR will be unable to work.

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

SECTION – 6 TIME IS OF THE ESSENCE

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

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

SECTION – 7 EXCUSABLE DELAYS

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

SECTION – 8 EXTRA WORK

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

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

SECTION – 9 CHANGES IN PROJECT

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

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

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

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

SECTION – 10 LIQUIDATED DAMAGES FOR DELAY

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

SECTION – 11 CONTRACT PRICE AND METHOD OF PAYMENT

- A. OCSD agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in approved Change Orders, the sum of Five Hundred Fifteen Thousand Dollars (\$515,000) as itemized on the Attached Exhibit “A”.

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

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

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

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

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the ENGINEER, stating that the Work for which payment is demanded has been performed in accordance with the terms of the Contract Documents, and that the amount stated in the certificate is due under the terms of the Contract.

Payment applications shall also be accompanied with all documentation, records, and releases as required by the Contract, Exhibit A, Schedule of Prices, and General Conditions, “Payment for Work – General”. The Total amount of Progress Payments shall not exceed the actual value of the Work completed as certified by OCSD’s ENGINEER. The processing of payments shall not be considered as an acceptance of any part of the Work.

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

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

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

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

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

SECTION – 13 COMPLETION

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

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

SECTION – 14 CONTRACTOR’S EMPLOYEES COMPENSATION

A. Davis-Bacon Act:

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

B. General Prevailing Rate:

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

C. Forfeiture for Violation:

CONTRACTOR shall, as a penalty to OCSD, forfeit Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or

any Subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the Work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

D. Apprentices:

Sections 1777.5, 1777.6, 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices are applicable to this Contract and the CONTRACTOR shall comply therewith if the prime contract involves Thirty Thousand Dollars (\$30,000.00) or more.

E. Workday:

In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (B) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to OCSD as a penalty, the sum of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any Subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Registration; Record of Wages; Inspection:

CONTRACTOR shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the Work is subject to compliance monitoring by the

California Department of Industrial Relations. CONTRACTOR shall maintain accurate payroll records and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.

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

SECTION – 15 SURETY BONDS

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

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of

the insurer entitling or authorizing the person who executed the Bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or

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

SECTION – 16 INSURANCE

CONTRACTOR shall purchase and maintain, for the duration of the Contract, insurance against claims for injuries to persons, or damages to property which may arise from or in connection with the performance of the Work hereunder, and the results of that Work by CONTRACTOR, its agents, representatives, employees, or Subcontractors, in amounts equal to the requirements set forth below. CONTRACTOR shall not commence Work under this Contract until all insurance required under this Section is obtained in a form acceptable to OCSD, nor shall CONTRACTOR allow any Subcontractor to commence Work on a subcontract until all insurance required of the Subcontractor has been obtained. CONTRACTOR shall maintain all of the foregoing insurance coverages in force through the point at which the Work under this Contract is fully completed and accepted by OCSD pursuant to the provisions of the General Conditions, "Final Acceptance and Final Completion". Furthermore, CONTRACTOR shall maintain all of the foregoing insurance coverages in full force and effect throughout the warranty period, commencing on the date of Final Acceptance. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of OCSD by CONTRACTOR under Section 17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, inclusive of all changes to the Contract Documents made in accordance with the provisions of the General Conditions, "Request for Change (Changes at CONTRACTOR's Request)" and/or "OWNER Initiated Changes", the following insurance in amounts not less than the amounts specified. OCSD reserves the right to amend the required limits of insurance commensurate with the

CONTRACTOR's risk at any time during the course of the Project. No vehicles may enter OCSD premises/worksite without possessing the required insurance coverage.

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

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

Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OCSD, its or their officers, agents, or employees, and any other contractor or subcontractor performing Work or rendering services on behalf of OCSD in connection with the planning, development and construction of the Project. In all its insurance coverages (except for Professional Liability/Errors and Omissions coverages, if applicable) related to the Work, CONTRACTOR shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OCSD, its or their officers, agents, or employees, or any other contractor or subcontractor performing Work or rendering

services at the Project. Where permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its Subcontractors of every tier. A waiver of subrogation shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

A. Limits of Insurance

1. General Liability: Two Million Dollars (\$2,000,000) per occurrence and a general aggregate limit of Four Million Dollars (\$4,000,000) for bodily injury, personal injury and property damage. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit. Coverage shall include each of the following:
 - a. Premises-Operations.
 - b. Products and Completed Operations, with limits of at least Two Million Dollars (\$2,000,000) per occurrence and a general aggregate limit of Four Million Dollars (\$4,000,000) which shall be in effect at all times during the warranty period set forth in the Warranty section herein, and as set forth in the General Conditions, "Warranty (CONTRACTOR's Guarantee)", plus any additional extension or continuation of time to said warranty period that may be required or authorized by said provisions. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit.
 - c. Broad Form Property Damage, expressly including damage arising out of explosion, collapse, or underground damage.

- d. Contractual Liability, expressly including the indemnity provisions assumed under this Contract.
- e. Separation of Insured Clause, providing that coverage applies separately to each insured, except with respect to the limits of liability.
- f. Independent CONTRACTOR's Liability.

To the extent first dollar coverage, including defense of any claim, is not available to OCSD or any other additional insured because of any SIR, deductible, or any other form of self insurance, CONTRACTOR is obligated to assume responsibility of insurer until the deductible, SIR or other condition of insurer assuming its defense and/or indemnity has been satisfied.

CONTRACTOR shall be responsible to pay any deductible or SIR.

- g. If a crane will be used, the General Liability insurance will be endorsed to add Riggers Liability coverage or its equivalent to cover the usage of the crane and exposures with regard to the crane operators, riggers and others involved in using the crane.
- h. If divers will be used, the General Liability insurance will be endorsed to cover marine liability or its equivalent to cover the usage of divers.

- 2. Automobile Liability: The CONTRACTOR shall maintain a policy of Automobile Liability Insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limits of liability coverage:

Either (1) a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, personal injury and property damage;

Or alternatively, (2) Five Hundred Thousand Dollars (\$500,000) per person for bodily injury, One Million Dollars (\$1,000,000) per accident for bodily injury, and Five Hundred Thousand Dollars (\$500,000) per accident for property damage.

3. **Umbrella Excess Liability:** The minimum limits of general liability and automobile liability insurance required, as set forth above, shall be provided for either in a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.
4. **Drone Liability Insurance:** If a drone will be used, drone liability insurance must be maintained by CONTRACTOR in the amount of One Million Dollars (\$1,000,000) in a form acceptable to OCSD.
5. **Worker's Compensation/Employer's Liability:** CONTRACTOR shall provide such Worker's Compensation Insurance as required by the Labor Code of the State of California, including employer's liability with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage with regard to Jones Act claims.
6. **Pollution Liability Insurance:** CONTRACTOR shall purchase and maintain insurance for pollution liability covering bodily injury, property damage (including loss of use of damaged property or property that has not been physically injured or destroyed), cleanup costs, and defense costs (including costs and expenses for investigation, defense, or settlement of claims). Coverage shall carry limits of at least One Million Dollars (\$1,000,000) and shall apply to sudden and non-sudden pollution conditions (including sewage spills), both at the site or needed due to migration of pollutants

from the site, resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants or pollutants.

If CONTRACTOR provides coverage written on a claims-made basis, OCSD has the right to approve or reject such coverage in its own discretion. If written on a claims-made basis, the CONTRACTOR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two years beginning from the time that the Project under this Contract is completed.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

1. Each such policy of General Liability Insurance and Automobile Liability Insurance shall be endorsed to contain, the following provisions:
 - a. OCSD, its Directors, officers, agents, CONSULTANTS, and employees, and all public agencies from whom permits will be obtained, and their Directors, officers, agents, and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of CONTRACTOR at or from any of the sites of OCSD in connection with this

Contract, or acts and omissions of the additional insured in connection with its general supervision or inspection of said operations related to this Contract.

- b. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by OCSD shall be excess only and not contributing with insurance provided under this policy.
2. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, and that coverage shall not be cancelled for non-payment of premium except after ten (10) days prior written notice by certified mail, return receipt requested. Should there be changes in coverage or an increase in deductible or SIR amounts, CONTRACTOR undertakes to procure a manuscript endorsement from its insurer giving 30 days prior notice of such an event to OCSD, or to have its insurance broker/agent send to OCSD a certified letter describing the changes in coverage and any increase in deductible or SIR amounts. The certified letter must be sent Attention: Risk Management and shall be received not less than twenty (20) days prior to the effective date of the change(s). The letter must be signed by a Director or Officer of the broker/agent and must be on company letterhead, and may be sent via e-mail in pdf format.
3. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782(b).
4. If required by a public agency from whom permit(s) will be obtained, each policy of General Liability Insurance and Automobile Liability Insurance shall be endorsed to specify by name the public agency and its legislative members, officers, agents, CONSULTANTS, and employees, to be additional insureds.

D. Acceptability of Insurers

Insurers must have an “A-“, or better, Policyholder’s Rating, and a Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide. OCSD recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best Rating Guide process. Nevertheless, OCSD will accept State Compensation Insurance Fund for the required policy of worker’s compensation insurance, subject to OCSD’s option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days written notice. Further, OCSD will require CONTRACTOR to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONTRACTOR by OCSD or its agent.

E. Verification of Coverage

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

F. Subcontractors

CONTRACTOR shall be responsible to establish insurance requirements for any Subcontractors hired by CONTRACTOR. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subcontractor’s operations and work. OCSD and any public agency issuing permits for the Project must be named as “Additional Insured” on any General Liability or Automobile Liability policy obtained by a Subcontractor. The CONTRACTOR must obtain copies and maintain current versions of

all Subcontractors' policies, Certificate of Liability and mandatory endorsements effecting coverage. Upon request, CONTRACTOR must furnish OCSD with the above referenced required documents.

G. Required Forms and Endorsements

1. Required ACORD Form

- a. Certificate of Liability Form 25

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

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

- a. Commercial General Liability Form CG-0001 10 01
- b. Additional Insured Including Form CG-2010 10 01 **and**
Products-Completed Operations Form CG-2037 10 01
- c. Waiver of Transfer of Rights of Form CG-2404 11 85; **or**
Recovery Against Others to Us/
Waiver of Subrogation Form CG-2404 10 93

3. Required State Compensation Insurance Fund Endorsements

- a. Waiver of Subrogation Endorsement No. 2570
- b. Cancellation Notice Endorsement No. 2065

4. Additional Required Endorsements

- a. Notice of Policy Termination Manuscript Endorsement

5. Pollution Liability Endorsements

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

OCSD, its directors, officers, agents, CONSULTANTS and employees and all public agencies from whom permits will be obtained as well as their directors, officers, agents, and employees shall be included as insureds under the policy. Any additional insured endorsement shall contain language at least as broad as the coverage language contained in ISO form CG 20 10 11 85 or alternatively in both CG 20 10 10 01 and CG 20 37 10 01 together.

SECTION – 17 RISK AND INDEMNIFICATION

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

SECTION – 18 TERMINATION

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

SECTION – 19 WARRANTY

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

The CONTRACTOR guarantees for a period of at least one (1) year from the date of Final Acceptance of the Work, pursuant to the General Conditions, "Final Acceptance and Final Completion" that the completed Work is free from all defects due to faulty materials, equipment or workmanship and that it shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. OCSD shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, OCSD may do so and charge the CONTRACTOR the cost incurred. The CONTRACTOR's warranty shall continue as to any corrected deficiency until the later of (1) the remainder of the original one-year warranty period; or (2) one year after acceptance by OCSD of the corrected Work. The Performance Bond and the Payment Bond shall remain in full force and effect through the guarantee period.

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

SECTION – 20 ASSIGNMENT

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

SECTION – 21 RESOLUTION OF DISPUTES

OCSD and the CONTRACTOR shall comply with the provisions of California Public Contract Code Section 20104 et. seq., regarding resolution of construction claims for any Claims which

arise between the CONTRACTOR and OCSD, as well as all applicable dispute and Claims provisions as set forth in the General Conditions and as otherwise required by law.

SECTION – 22 SAFETY & HEALTH

CONTRACTOR shall comply with all applicable safety and health requirements mandated by federal, state, city and/or public agency codes, permits, ordinances, regulations, and laws, as well as these Contract Documents, including but not limited to the General Requirements, Section entitled “Safety” and Exhibit B Contractor Safety Standards.

SECTION – 23 NOTICES

Any notice required or permitted under this Contract shall be sent by certified mail, return receipt requested, at the address set forth below. Any party whose address changes shall notify the other party in writing.

TO OCSD: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018
Attn: Clerk of the Board

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

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

TO CONTRACTOR: Performance Plumbing & Mechanical Inc. dba PPM Contracting
3740 Oceanic Way, #307
Oceanside, CA 92056

Copy to: Greg Taylor, President
Performance Plumbing & Mechanical Inc. dba PPM Contracting
3740 Oceanic Way, #307
Oceanside, CA 92056

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

CONTRACTOR: Performance Plumbing & Mechanical Inc. dba PPM Contracting
3740 Oceanic Way, #307
Oceanside, CA 92056

By _____

Printed Name

Its _____

CONTRACTOR's State License No. 866856 (Expiration 11/30/2021)

OCSD: Orange County Sanitation District

By _____

David John Shawver
Board Chairman

By _____

Kelly A. Lore
Clerk of the Board

By _____

Ruth Zintzun
Purchasing & Contracts Manager

EXHIBIT A
SCHEDULE OF PRICES

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SCHEDULE OF PRICES

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EXHIBIT A

SCHEDULE OF PRICES

EXA-1 BASIS OF COMPENSATION

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

EXA-2 PROGRESS PAYMENTS

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

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

EXA-3 RETENTION AND ESCROW ACCOUNTS

A. Retention:

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

B. Substitution of Securities:

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

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

C. Release of Retention:

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

D. Additional Deductibles:

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

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

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

EXA-4 STOP PAYMENT NOTICE

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

EXA-5 PAYMENT TO SUBCONTRACTORS

Requirements

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

EXA-6 PAYMENT OF TAXES

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

EXA-7 FINAL PAYMENT

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

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

acceptance by OCSD, the revised application for Final Payment will become the approved application for Final Payment.

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

EXA-8 DISCOVERY OF DEFICIENCIES BEFORE AND AFTER FINAL PAYMENT

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

1. The true and correct amount payable for the Work is different from that previously accepted;

2. The previously-accepted Work did not in fact conform to the Contract requirements, or;
3. A previous payment or portion thereof for Work was improperly made.

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

ATTACHMENT 1 – CERTIFICATION FOR REQUEST FOR PAYMENT

I hereby certify under penalty of perjury as follows:

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

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

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

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

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

Name

Title

Date

ATTACHMENT 2 – SCHEDULE OF PRICES

See next pages for Bid Submittal Forms: Performance Plumbing & Mechanical Inc.
dba PPM Contracting

BF-14 SCHEDULE OF PRICES, Pages 1 - 2

BF-14 SCHEDULE OF PRICES

INSTRUCTIONS

A. General

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

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

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

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

B. Basis of Award

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

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

Bid Submitted By: Performance Plumbing & Mechanical Inc., DBA PPM Contracting
 (Name of Firm)

EXHIBIT A
SCHEDULE OF PRICES

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

Item No.	Description	Unit of Measurement	Approx Qty	Unit Price	Extended Price
1.	Mobilization as described in Specifications Section 01155 and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	N/A		= \$ 18,000
2.	All other portions of the Work, except the Work of Item Nos. 1 and 3, as described in Specifications Section 01155 and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	N/A		= \$ <u>493,000.00</u>
3.	Demobilization including final progress payment, clean-up of the Project site as described in Specifications Section 01155 and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	N/A		= \$ 4,000

TOTAL AMOUNT OF BID (BASIS OF AWARD) \$ 515,000.00



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2021-1399

Agenda Date: 2/3/2021

Agenda Item No: 4.

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

SUBJECT:

QUARTERLY ODOR COMPLAINT REPORT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

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

BACKGROUND

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

RELEVANT STANDARDS

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

ATTACHMENT

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

- FY 2020-21 Second Quarter Odor Complaint Report

RS:BR:cf:gc

Orange County Sanitation District
 Odor Complaint Report
 Fiscal Year 2020/21 – 2nd Quarter

1. Plant No. 1 Treatment Facility Odor Complaint Summary

Plant No. 1 received no attributable odor complaints during the 2nd quarter.

Plant No. 2 Treatment Facility Odor Complaint Summary

Plant No. 2 received two attributed odor complaints during the 2nd quarter. The first odor complaint resulted from a bleach dosing issue with Scrubber C. The second odor complaint resulted during the removal of two trickling filter clarifier return pumps (RSS pumps A1 & C2). Both odor complaints were discussed with O&M supervisors to prevent/reduce future odors related to planned maintenance activities.

2. Collections Facilities Odor Complaint Summary

The collection system received four attributable odor complaints during the 2nd quarter. The first odor complaint was related to foul odors escaping while staff was performing sewer and scrubber maintenance. Staff are working collaboratively to minimize the potential odors during future maintenance activities. The remaining three odor complaints were due to the pressurization and ventilation of foul odors escaping sewer manhole covers. Manhole covers were sealed to reduce the potential odor from escaping the collection system.

All Odor Complaints Tracking

All Public Complaints	Oct. 2020 to Dec. 2020			1 st Qtr FY 20/21	2 nd Qtr FY 20/21	3 rd Qtr FY 20/21	4 th Qtr FY 20/21	Cumulative FY 20/21
	Collections	P1	P2	Total	Total	Total	Total	Total
Attributable to OCSD	4	0	2	6	6			12
Not Attributable to OCSD	2	2	1	4	5			9
Total Public Complaints Received:	6	2	3	10	11			21



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2021-1440

Agenda Date: 2/3/2021

Agenda Item No: 5.

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

SUBJECT:

PLANT NO. 1 BUILDING 5/6 UNINTERRUPTIBLE POWER SUPPLY REPLACEMENT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Purchase Order Contract for the purchase and installation of a replacement uninterruptible power supply system for Plant No. 1 Building 5/6, using the U.S. Communities Master Agreement No. EV2370, to Graybar Electric for an amount not to exceed \$92,362, plus Sales Tax and Freight (FOB Destination); and
- B. Approve a contingency of \$9,236 (10%).

BACKGROUND

The Orange County Sanitation District's (Sanitation District) Building 5/6 contains office space for approximately 60 Maintenance Technicians and staff members. The building is constructed with an uninterruptible power supply (UPS) system to condition power quality and mitigate the impact of momentary or short-duration power interruptions.

RELEVANT STANDARDS

- Protect OC San assets
- 24/7/365 treatment plant reliability
- Maintain a proactive asset management program

PROBLEM

The existing Building 5/6 UPS system is obsolete, has failed, and is currently operating in bypass mode. This places computer servers and communication networks feeding Building 5/6 at risk of system transients or outages potentially impacting daily operations.

PROPOSED SOLUTION

Staff recommends replacing the existing obsolete UPS system and batteries with a new turn-key solution from US Communities/Graybar. The new UPS system will reduce risk of a power related

emergency condition and provide increased reliability and maintainability.

TIMING CONCERNS

Without the replacement UPS system, the daily functioning of Building 5/6 servers and communication networks are prone to interruptions that impact daily operations of staff.

RAMIFICATIONS OF NOT TAKING ACTION

Not taking action will impact the reliability of servers and communication networks in the event of power failure.

ADDITIONAL INFORMATION

The scope of this project covers replacement of the existing Toshiba UPS system including external bypass switches with a new UPS system, batteries, and bypass switches. A 10% contingency has been requested to cover any unforeseen issues during replacement of obsolete equipment.

CEQA

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

FINANCIAL CONSIDERATIONS

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

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
02/24/2021	\$92,362	\$9,236 (10%)

ATTACHMENT

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

N/A

RM:JG:nb:ab:gc



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2020-1343

Agenda Date: 2/3/2021

Agenda Item No: 6.

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

SUBJECT:

TAFT BRANCH IMPROVEMENTS, PROJECT NO. 2-49

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Professional Design Services Agreement with Woodard & Curran, Inc. to provide engineering services for Taft Branch Improvements, Project No. 2-49, for an amount not to exceed \$2,200,000; and
- B. Approve a contingency of \$220,000 (10%).

BACKGROUND

The Orange County Sanitation District (Sanitation District) owns and maintains regional conveyance facilities in the City of Orange, including the 60-year-old 12 to 18-inch diameter Taft Branch sewer. The Taft Branch runs approximately 13,000 feet from the intersection of Santiago Blvd. and Meats Ave. to the intersection of Batavia St. and Taft Ave.

RELEVANT STANDARDS

- Achieve less than 2.1 sewer spills per 100 miles
- Protect OC San assets
- California Government Code §4526: Select the “best qualified firm” and “negotiate fair and equitable fees”

PROBLEM

The 2019 Master Plan Update (Collections Capacity Evaluation Study) determined the Taft Branch does not have enough capacity under peak wet weather conditions. Additionally, the current sewer alignment has restricted maintenance access where it crosses under the 55 Freeway just south of Meats Ave. and adjacent to residential and Orange County Flood Control properties.

PROPOSED SOLUTION

Award a Professional Design Services Agreement for Taft Branch Improvements, Project No. 2-49. The project will eliminate the current capacity deficiencies and improve maintenance access. The engineering effort will include an evaluation of alternative sewer alignments and construction methods.

TIMING CONCERNS

The schedule driver of this project is to resolve the capacity deficiencies to reduce the risk of potential spills during wet weather events and improve the current restricted maintenance access.

RAMIFICATIONS OF NOT TAKING ACTION

Increased risk of spills during wet weather events due to capacity deficiencies.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

Consultant Selection:

The Sanitation District requested and advertised for proposals for Taft Branch Improvements, Project No. 2-49, on August 27, 2020. The following evaluation criterion were described in the Request for Proposals (RFP) and used to determine the most qualified Consultant.

CRITERION	WEIGHT
Project Understanding and Approach	35%
Related Project Experience	35%
Project Team and Staff Qualifications	30%

Eight proposals were received on October 19, 2020 and evaluated in accordance with the evaluation process set forth in the Sanitation District's Board of Directors Purchasing Ordinance No. OCSD-52 (Purchasing Ordinance) by a pre-selected Evaluation Team consisting of the Sanitation District staff: Senior Engineer (Project Manager), Associate Engineer (Project Engineer), two Engineering Supervisors, and a Maintenance Manager. The Evaluation Team also included one non-voting representative from the Contracts Administration Division.

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

	Proposer	Project Understanding and Approach (Max. 35 Points)	Related Project Experience (Max. 35 Points)	Project Team and Staff Qualifications (Max. 30 Points)	Total Score (Max. 100 Points)
1	Woodard & Curran, Inc.	27	29	23	79
2	Michael Baker International	25	27	22	74
3	CDM Smith Inc.	22	20	22	64
4	HDR Engineering, Inc.	25	21	18	64
5	Gannett Fleming, Inc.	21	22	20	63
6	GHD Inc.	19	20	17	56
7	Carollo Engineers, Inc.	13	15	13	41
8	Atkins North America, Inc.	10	13	12	35

Following scoring, the five highest-scoring firms were invited for interviews. The interviews were conducted on November 18, 2020. After the interviews, the Evaluation Team determined the highest-scoring proposer based on both the written proposal and the interview. Below is the summary of the final scores.

	Proposer	Project Understanding and Approach (Max. 35 Points)	Related Project Experience (Max. 35 Points)	Project Team and Staff Qualifications (Max. 30 Points)	Total Score (Max. 100 Points)
1	Woodard & Curran, Inc.	32	32	26	90
2	CDM Smith Inc.	27	27	25	79
3	Michael Baker International	25	23	20	68
4	HDR Engineering, Inc.	20	18	16	54
5	Gannett Fleming, Inc.	18	18	17	53

Woodard and Curran, Inc. was selected based on their superior understanding of the goals of the project. The firm presented multiple solutions and conveyed a deep understanding of the hydraulic limitations of the sewer system and the public impacts of the solutions presented. The proposal and interview demonstrated the team's in-depth knowledge of topics such as CEQA approvals for

potential new alignments and constructability risks that were not apparent nor addressed by other proposers. The team members have project experience related to both trenchless and open cut sewer projects that is well suited to the scope and likely challenges of the current project.

Review of Fee Proposal and Negotiations:

Proposals were accompanied by sealed fee proposals. Only the fee proposal of the Evaluation Committee's highest-ranked firm, as approved by the Director of Engineering, was opened in accordance with the Purchasing Ordinance.

Staff conducted negotiations with Woodard and Curran, Inc. to clarify the requirements of the Scope of Work, the assumptions used for the estimated level of effort, and the proposed approach to meet the goals and objectives for the project. Negotiations were held with multiple follow up e-mails and calls. During negotiations, the Scope of Work was reviewed in detail and certain areas were identified that could be adjusted to increase efficiency. The fee decreased due to combining multiple design memos and meetings, reduction in the number of potholes, reduction in the number of design plan sheets, and elimination of additional flow monitoring currently being conducted by the Sanitation District to capture wet weather flows.

	Original Fee Proposal	Negotiated Fee
Total Hours	7,888	5,684
Total Fee	\$2,942,059	\$2,200,000

The Consultant's fringe and overhead costs, which factor into the billing rate, have been substantiated. The contract profit is 8.38%, which is based on an established formula based on the Sanitation District's standard design agreements.

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

CEQA

The Project is included in the 2020 Facilities Master Plan, Program Environmental Impact Report (PEIR), State Clearinghouse Number 2019070998. The PEIR was certified by the Sanitation District Board of Directors in December 2020.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted (Adopted Budget, Fiscal Years 2020-2021 and 2021-22, Section 8, Page 17, Taft Branch Improvements, Project No. 2-49) and the budget is sufficient for the recommended action.

ATTACHMENT

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

- Draft Professional Design Services Agreement
- Presentation

RL:dm:gc

PROFESSIONAL DESIGN SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into to be effective the «date» day of «Month», «year» by and between the ORANGE COUNTY SANITATION DISTRICT, hereinafter referred to as "SANITATION DISTRICT", and «CONSULTANT COMPANY», for purposes of this Agreement hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the SANITATION DISTRICT desires to engage a CONSULTANT for **Taft Branch Improvements, Project No. 2-49**; and to provide Design services for the upsizing of 12-inch to 21-inch VCP sewer, manhole rehabilitation, sewer modeling and designing maintenance access to manholes and,

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

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

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

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

1. SCOPE OF WORK

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

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all design, drawings, specifications, and other services furnished by the CONSULTANT under this Agreement, including the work performed by its Subconsultants. Where approval by the SANITATION DISTRICT is indicated, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards and liability for damages caused by errors, omissions, noncompliance with industry standards, and/or negligence on the part of the CONSULTANT or its Subconsultants.
- B. CONSULTANT is responsible for the quality of work prepared under this Agreement and shall ensure that all work is performed to the standards of best engineering practice for clarity, uniformity, and completeness. CONSULTANT

shall respond to all comments, suggestions, and recommendations on the SANITATION DISTRICT's review comment sheets (i.e. DS1, DS2 and DS3). All comments shall be incorporated into the design prior to the next submittal deadline or addressed, in writing, as to why the comment has not been incorporated. CONSULTANT shall ensure that each submittal is 100% accurate for the level of work submitted (i.e. correct references, terms, capitalization or equal status, spelling, punctuation, etc.)

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

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

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

- E. The CONSULTANT shall ensure that all plans and specifications prepared, or recommended under this Agreement allow for competitive bidding. The CONSULTANT shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the SANITATION DISTRICT. The CONSULTANT shall submit this written justification to the SANITATION DISTRICT prior to beginning work on such plans and specifications. Whenever the CONSULTANT recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the project.
- F. All professional services performed by the CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates

compiled or composed by the CONSULTANT, pursuant to this Agreement, are for the sole use of the SANITATION DISTRICT, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the SANITATION DISTRICT. This provision does not apply to information that (a) was publicly known, or otherwise known to the CONSULTANT, at the time that it was disclosed to the CONSULTANT by the SANITATION DISTRICT, (b) subsequently becomes publicly known to the CONSULTANT other than through disclosure by the SANITATION DISTRICT.

2. COMPENSATION

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

A. Total Compensation

Total compensation shall be in an amount not to exceed «Grand Total Written Amount» Dollars (\$«Grand Total Amount»). Total compensation to CONSULTANT including burdened labor (salaries plus benefits), overhead, profit, direct costs, and Subconsultant(s) fees and costs shall not exceed the sum set forth in Attachment "E" - Fee Proposal.

B. Labor

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

C. Overhead

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

D. Profit

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

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

E. Subconsultants

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

For any Subconsultant whose fees for services are less than \$100,000, CONSULTANT may pay to Subconsultant total compensation on an hourly-rate basis [If there are no Subconsultants under \$100K, delete this phase 'per attached hourly rate schedule'.] per the attached hourly rate Schedule and as specified in the Scope of Work. The SANITATION DISTRICT shall pay to CONSULTANT the actual costs of Subconsultant fees and charges in an amount not to exceed the sum set forth in Attachment "E" - Fee Proposal.

F. Direct Costs

The SANITATION DISTRICT shall pay to CONSULTANT and Subconsultants the actual costs of permits and associated fees, travel and licenses for an amount not to exceed the sum set forth in Attachment "E" - Fee Proposal. The SANITATION DISTRICT shall also pay to CONSULTANT actual costs for equipment rentals, leases or purchases with prior approval of the SANITATION DISTRICT. Upon request, CONSULTANT shall provide to the SANITATION DISTRICT receipts and other documentary records to support CONSULTANT's request for reimbursement of these amounts, see Attachment "D" - Allowable Direct Costs. All incidental expenses shall be included in overhead pursuant to Section 2 - COMPENSATION above.

G. Other Direct Costs

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

H. Reimbursable Direct Costs

The SANITATION DISTRICT will reimburse the CONSULTANT for reasonable travel and business expenses as described in this section and further described in Attachment "D" - Allowable Direct Costs to this Agreement. The reimbursement of the above mentioned expenses will be based on an "accountable plan" as considered by Internal Revenue Service (IRS). The plan includes a combination of reimbursements based upon receipts and a "per diem" component approved by IRS. The most recent schedule of the per diem rates utilized by the SANITATION

DISTRICT can be found on the U.S. General Service Administration website at <http://www.gsa.gov/portal/category/104711#>.

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

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

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

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

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

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

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

I. Limitation of Costs

If, at any time, CONSULTANT estimates the cost of performing the services described in CONSULTANT’s Proposal will exceed seventy-five percent (75%) of the not-to-exceed amount of the Agreement, including approved additional compensation, CONSULTANT shall notify the SANITATION DISTRICT immediately, and in writing. This written notice shall indicate the additional amount necessary to complete the services. Any cost incurred in excess of the approved not-to-exceed amount, without the express written consent of the SANITATION DISTRICT’s authorized representative shall be at CONSULTANT’s own risk. This written notice shall be provided separately from, and in addition to any notification requirements contained in the CONSULTANT’s invoice and

monthly progress report. Failure to notify the SANITATION DISTRICT that the services cannot be completed within the authorized not-to-exceed amount is a material breach of this Agreement.

3. REALLOCATION OF TOTAL COMPENSATION

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

4. PAYMENT

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

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

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

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

He may, at his discretion, retain an amount equal to that which insures that the total amount paid to that date does not exceed the percentage of the completed work for each project element or the project in its entirety.

- C. CONSULTANT may submit periodic payment requests for each 30-day period of this Agreement for the profit as set forth in Section 2 - COMPENSATION above. Said profit payment request shall be proportionate to the work actually

accomplished to date on a per-project-element basis. In the event the SANITATION DISTRICT's Director of Engineering determines that no satisfactory progress has been made since the prior payment, or in the event of a delay in the work progress for any reason, the SANITATION DISTRICT shall have the right to withhold any scheduled proportionate profit payment.

- D. Upon satisfactory completion by CONSULTANT of the work called for under the terms of this Agreement, and upon acceptance of such work by the SANITATION DISTRICT, CONSULTANT will be paid the unpaid balance of any money due for such work, including any retained percentages relating to this portion of the work.
- E. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement for such work, or prior settlement upon termination of this Agreement, and as a condition precedent thereto, CONSULTANT shall execute and deliver to the SANITATION DISTRICT a release of all claims against the SANITATION DISTRICT arising under or by virtue of this Agreement other than such claims, if any, as may be specifically exempted by CONSULTANT from the operation of the release in stated amounts to be set forth therein.
- F. Pursuant to the California False Claims Act (Government Code Sections 12650-12655), any CONSULTANT that knowingly submits a false claim to the SANITATION DISTRICT for compensation under the terms of this Agreement may be held liable for treble damages and up to a ten thousand dollars (\$10,000) civil penalty for each false claim submitted. This Section shall also be binding on all Subconsultants.

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

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

- A. To the extent CONSULTANT's employees and/or Subconsultants who will perform Work during the design and preconstruction phases of a construction contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, CONSULTANT and Subconsultants shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the Work is subject to compliance monitoring and enforcement by the DIR.

- B. The CONSULTANT and Subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- C. Pursuant to Labor Code Section 1776, the CONSULTANT and Subconsultants shall furnish a copy of all certified payroll records to SANITATION DISTRICT and/or general public upon request, provided the public request is made through SANITATION DISTRICT, the Division of Apprenticeship Standards or the Division of Labor Enforcement of the Department of Industrial Relations.
- D. The CONSULTANT and Subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

6. DOCUMENT OWNERSHIP – SUBSEQUENT CHANGES TO PLANS AND SPECIFICATIONS

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

All documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Work or Professional Services, shall be the property of the SANITATION DISTRICT. The SANITATION DISTRICT's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. The SANITATION DISTRICT ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed prior to that payment. This Section shall apply whether the CONSULTANT's Professional Services are terminated: a) by the completion of the Agreement, or b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the CONSULTANT shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.
- B. CONSULTANT shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by CONSULTANT, provided that the service rendered by CONSULTANT was not a proximate cause of the damage.

7. INSURANCE

- A. General
 - i. Insurance shall be issued and underwritten by insurance companies acceptable to the SANITATION DISTRICT.
 - 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, the SANITATION DISTRICT will accept

State Compensation Insurance Fund, for the required policy of Worker's Compensation Insurance subject to the SANITATION DISTRICT's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, the SANITATION DISTRICT will require CONSULTANT to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONSULTANT, by the SANITATION DISTRICT or its agent.

iii. Coverage shall be in effect prior to the commencement of any work under this Agreement.

B. General Liability

The CONSULTANT shall maintain during the life of this Agreement, including the period of warranty, Commercial General Liability Insurance written on an occurrence basis providing the following minimum limits of liability coverage: Two Million Dollars (\$2,000,000) per occurrence with Four Million Dollars (\$4,000,000) aggregate unless aggregate applies separately to this project (via use of ISO CG 25 03 or 25 04), then aggregate limit equals Two Million Dollars (\$2,000,000) or ½ the general aggregate. Said insurance shall include coverage for the following hazards: Premises-Operations, blanket contractual liability (for this Agreement), products liability/completed operations (including any product manufactured or assembled), broad form property damage, blanket contractual liability, independent contractors liability, personal and advertising injury, mobile equipment, owners and contractors protective liability, and cross liability and severability of interest clauses. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement(s). If requested by SANITATION DISTRICT and applicable, XCU coverage (Explosion, Collapse and Underground) and Riggers/On Hook Liability must be included in the General Liability policy and coverage must be reflected on the submitted Certificate of Insurance.

C. Umbrella Excess Liability

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

D. Automotive/Vehicle liability Insurance

The CONSULTANT shall maintain a policy of Automotive Liability Insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limits of liability coverage: Combined single limit of One Million Dollars (\$1,000,000) per occurrence or alternatively, Five Hundred Thousand Dollars (\$500,000) per person for bodily injury, One Million Dollars (\$1,000,000) per accident for bodily injury and Five Hundred Thousand Dollars (\$500,000) per accident for property

damage. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Drone Liability Insurance

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

F. Worker's Compensation Insurance

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

G. Errors and Omissions/Professional Liability

CONSULTANT shall maintain in full force and effect, throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than Two Million Dollars (\$2,000,000) with limits in accordance with the provisions of this Paragraph. If the policy of insurance is written on a "claims made" basis, said policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of five (5) years from the date of the completion of the services hereunder.

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

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

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

H. Proof of Coverage

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

- Certificate of Insurance ACORD Form 25 (5/2010) or equivalent.
- Additional Insurance (General Liability) (ISO Form) CG2010 11 85 or
The combination of (ISO Forms) CG 2010 10 01 and CG 2037 10 01
All other Additional Insured endorsements must be submitted for approval by the SANITATION DISTRICT, and the SANITATION DISTRICT may reject alternatives that provide different or less coverage to the SANITATION DISTRICT.
- Additional Insured (Auto Liability) Submit endorsement provided by carrier for the SANITATION DISTRICT approval.
- Waiver of Subrogation State Compensation Insurance Fund Endorsement No. 2570 or equivalent.
- Cancellation Notice State Compensation Insurance Fund Endorsement No. 2065 or equivalent.

I. Cancellation Notice

Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice. The Cancellation Section of ACORD Form 25 (5/2010) shall state the required thirty (30) days' written notification. The policy shall not terminate, nor shall it be cancelled, nor the coverage reduced until thirty (30) days after written notice is given to the SANITATION DISTRICT except for nonpayment of premium, which shall require not less than ten (10) days written notice to the SANITATION DISTRICT. Should there be changes in coverage or an increase in deductible or SIR amounts, the CONSULTANT and its insurance broker/agent

shall send to the SANITATION DISTRICT a certified letter which includes a description of the changes in coverage and/or any increase in deductible or SIR amounts. The certified letter must be sent to the attention of Risk Management, and shall be received by the SANITATION DISTRICT not less than thirty (30) days prior to the effective date of the change(s) if the change would reduce coverage or increase deductibles or SIR amounts or otherwise reduce or limit the scope of insurance coverage provided to the SANITATION DISTRICT.

J. Primary Insurance

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

K. Separation of Insured

All liability policies shall contain a "Separation of Insureds" clause.

L. Non-Limiting (if applicable)

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

M. Deductibles and Self-Insured Retentions

Any deductible and/or self-insured retention must be declared to the SANITATION DISTRICT on the Certificate of Insurance. All deductibles and/or self-insured retentions require approval by the SANITATION DISTRICT. At the option of the SANITATION DISTRICT, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the SANITATION

DISTRICT; or the CONSULTANT shall provide a financial guarantee satisfactory to the SANITATION DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

N. Defense Costs

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

O. Subconsultants

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

P. Limits Are Minimums

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

8. SCOPE CHANGES

In the event of a change in the Scope of Work, requested by SANITATION DISTRICT, the parties hereto shall execute an amendment to this Agreement setting forth with particularity all terms of the new Agreement, including but not limited to any additional CONSULTANT's fees.

9. PROJECT TEAM AND SUBCONSULTANTS

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

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

10. ENGINEERING REGISTRATION

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

11. AUDIT PROVISIONS

- A. SANITATION DISTRICT retains the reasonable right to access, review, examine, and audit, any and all books, records, documents and any other evidence of procedures and practices that the SANITATION DISTRICT determines are necessary to discover and verify that the CONSULTANT is in compliance with all requirements under this Agreement. The CONSULTANT shall include the SANITATION DISTRICT's right as described above, in any and all of their subcontracts, and shall ensure that these rights are binding upon all Subconsultants.
- B. SANITATION DISTRICT retains the right to examine CONSULTANT's books, records, documents and any other evidence of procedures and practices that the SANITATION DISTRICT determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been

incurred, or anticipated to be incurred or to ensure CONSULTANT's compliance with all requirements under this Agreement during the term of this Agreement and for a period of three (3) years after its termination.

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

12. LEGAL RELATIONSHIP BETWEEN PARTIES

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

13. NOTICES

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

Notices shall be mailed to the SANITATION DISTRICT at:

ORANGE COUNTY SANITATION DISTRICT
10844 Ellis Avenue
Fountain Valley, CA 92708-7018
Attention: Diane Marzano, Contracts Administrator
Copy: Rich Leon, Project Manager

Notices shall be mailed to CONSULTANT at:

«CONSULTANT COMPANY»
«Street Address»
«City, State Zip»
Attention: «CONSULTANT's Representative»

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

14. TERMINATION

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

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

Notice of termination shall be mailed to the SANITATION DISTRICT and/or CONSULTANT in accordance with Section 13 - NOTICES.

15. DOCUMENTS AND STUDY MATERIALS

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

16. COMPLIANCE

A. Labor

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

B. Air Pollution

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

17. AGREEMENT EXECUTION AUTHORIZATION

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

18. DISPUTE RESOLUTION

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

19. ATTORNEY'S FEES, COSTS AND NECESSARY DISBURSEMENTS

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

20. PROGRESS REPORTS

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

21. WARRANTY

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

22. INDEMNIFICATION

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

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

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

(C) the independent action of a third party who is neither one of the Indemnified Parties nor the CONSULTANT, nor its principal, officer, agent, employee, nor CONSULTANT's supplier, CONSULTANT, Subconsultant, subcontractor, nor anyone employed directly or indirectly by any of them.

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

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

23. DUTY TO DEFEND

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

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

24. CONSULTANT PERFORMANCE

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

25. COMPLIANCE WITH SANITATION DISTRICT POLICIES AND PROCEDURES

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

26. CLOSEOUT

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

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

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

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

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

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

27. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, this Agreement has been executed in the name of the SANITATION DISTRICT, by its officers thereunto duly authorized, and CONSULTANT as of the day and year first above written.

CONSULTANT: COMPANY NAME

By _____ Date

Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By David John Shawver Board Chairman Date

By Kelly A. Lore Clerk of the Board Date

By Ruth Zintzun Purchasing & Contracts Manager Date

- Attachments:
- Attachment "A" – Scope of Work
 - Attachment "B" – Labor Hour Matrix
 - Attachment "C" – Conflict of Interest Disclaimer
 - Attachment "D" – Allowable Direct Costs
 - Attachment "E" – Fee Proposal
 - Attachment "F" – Professional Design Services Agreement (PDSA)
 - Attachment "G" – Acknowledgement of PDSA
 - Attachment "H" – Professional Construction Services Agreement (PCSA)
 - Attachment "I" – Cost Matrix and Summary
 - Attachment "J" – Acknowledgement of Addenda Receipt
 - Attachment "K" – Minor Subconsultant Hourly Rate Schedule
 - Attachment "L" – OCSD Safety Standards

Taft Branch Improvements, Project No. 2-49

Presented by:
Kathy Millea
Director of
Engineering
Operations
Committee
February 3, 2021

Design Contract Award



1

Project Location – City of Orange



2

Existing Taft Branch Sewer

Existing sewer alignments adjacent to the 55 Freeway

Meats Ave

55 Freeway Crossing

3

3

Selection Process

- Eight proposals received
- Interviewed five highest scoring firms
- Woodard and Curran, Inc. selected
 - Clear understanding of the project
 - Deep understanding of the hydraulic limitations and public impacts
 - Experienced project team

4

4

Negotiations

	Original Proposal	Negotiated
Total Hours	7,888	5,684
Total Fee	\$2,942,059	\$2,200,000

- Multiple meetings held with Consultant
- Clarified project elements and design assumptions
- Ensured scope and level of effort are appropriate
 - Combined meetings and deliverables to increase efficiency and decrease fee
- Confirmed schedule and deliverables

5

5

Recommendation

- Approve a Professional Design Services Agreement with Woodard and Curran, Inc. to provide engineering services for Taft Branch Improvements, Project No. 2-49, for an amount not to exceed \$2,200,000; and
- Approve a contingency of \$220,000 (10%).

6

6

Questions



7

7



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2020-1344

Agenda Date: 2/3/2021

Agenda Item No: 7.

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

SUBJECT:

BAY BRIDGE PUMP STATION REPLACEMENT, PROJECT NO. 5-67

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Consider, receive, and certify the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67, dated January 2021; and
- B. Adopt Resolution No. OC SAN 21-XX, entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District Certifying the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67; Adopting the Mitigation Monitoring Program; and Approving the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67".

BACKGROUND

The Bay Bridge Pump Station and associated force mains were constructed in 1966 on Pacific Coast Highway just east of the Newport Back Bay Channel. The two force mains cross the channel and connect to the existing Newport force main network. The pump station is critical to the Orange County Sanitation District's (Sanitation District) infrastructure as it conveys over half of Newport Beach's wastewater.

The pump station space is limited and bounded on three sides by a proposed three-story, mixed-use development, and bounded on the south side by Pacific Coast Highway. Part of the existing site was lost when Pacific Coast Highway was rerouted in the late 1980s to accommodate a new Bay Bridge. Additional real estate is required to replace the pump station to meet current safety and environmental requirements which includes improved odor treatment systems.

The Sanitation District has prepared an Environmental Impact Report (EIR) for the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67, to analyze the potential environmental impacts of the project pursuant to the California Environmental Quality Act (CEQA).

RELEVANT STANDARDS

- Listen to and seriously consider community input on environmental concerns

- Meet CEQA standards
- Maintain collaborative and cooperative relationships with regulators, stakeholders, and neighboring communities

PROBLEM

To implement the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67, the Sanitation District is required to comply with CEQA.

PROPOSED SOLUTION

Adopt Resolution No. OC SAN 21-XX certifying the EIR so the project may proceed into design, construction, and eventual completion.

TIMING CONCERNS

The project is within the preliminary design phase and requires CEQA compliance before final design can begin.

RAMIFICATIONS OF NOT TAKING ACTION

The project cannot proceed into final design before complying with CEQA.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

The project is currently in the preliminary design phase and the Sanitation District plans to advertise for construction bids by March 2023. Construction is expected to be completed by September 2026.

CEQA

The Sanitation District, as lead agency, prepared an Initial Study analyzing the project's potential environmental impacts. Based on the Initial Study, the Sanitation District determined that an Environmental Impact Report was required for the project. The Sanitation District subsequently issued a Notice of Preparation (NOP) that was made available for a 30-day public review period from November 10, 2016 to December 9, 2016. The NOP was also submitted to the State Clearinghouse (State Clearinghouse No. 2016111031).

A Draft Environmental Impact Report (Draft EIR) was developed and distributed for a 45-day public review period from June 21, 2017 to August 4, 2017. A public hearing was held on July 17, 2017. Following negotiations with the owner of the land adjacent to the existing pump station, a Draft Recirculated Environmental Impact Report (REIR) was developed and distributed for a 45-day public review period from July 3, 2019 to August 16, 2019. A public hearing was held on July 29, 2019. Due to comments received, a Draft 2020 Recirculated EIR (REIR) was developed and distributed for

a 45-day public review period from August 7, 2020 to September 21, 2020. A public hearing was held on September 3, 2020.

The Final Environmental Impact Report (Final EIR) (State Clearinghouse No. 2016111031) found that the project's significant environmental impacts can be avoided or reduced to less than significant levels through the adoption of mitigation measures. These conclusions are supported by findings that the proposed mitigation measures are feasible and will avoid or substantially reduce any significant environmental effects of the project. These mitigation measures are described in the Mitigation Monitoring and Reporting Program prepared for this project which is included in the Final EIR. Because the project, as mitigated, poses no significant environmental impacts, CEQA does not require the Sanitation District to make additional findings regarding recommended project alternatives or adopt a statement of Overriding Considerations in relation to this project.

The Sanitation District received fourteen comments on the Draft 2020 REIR, which are included as Section 2.0 of the Final EIR. The comments were from the following agencies, organizations, and members of the public:

Agencies

State of California Governor's Office of Planning and Research
State of California Department of Transportation, District 12
South Coast Air Quality Management District
California Department of Fish and Wildlife
OC Public Works Service Area/OC Development Services
City of Newport Beach

Organizations

California Cultural Resource Preservation Alliance, Inc.
Linda Isle Community Association
Bayshores Community Association
Nossaman LLP
Irvine Company
Gabrieleno Band of Mission Indians - Kizh Nation

Two Newport Beach Residents

Most of the comments were generally in support of the project, though they also included several concerns. Many of those comments involved project design decisions or other policy matters that were unrelated to the environmental review for the project. The environmental concerns, however, generally included:

- Potential impacts associated with dredging required in the Bay Channel;
- Potential construction impacts including noise, Bay Channel soil-silting, and light and glare;
- The treatment of tribal cultural resources, if any are discovered;
- Potential view impacts;
- The selected alignment of the sewer force-main channel-crossing;
- The potential use of Castaways Park for construction staging; and
- Cooperation with various resource agencies through project implementation.

The Final EIR provides detailed written responses to each of these concerns, among many others. (CEQA Guidelines section 15088(c).) The Final EIR concludes that these concerns were already addressed in the EIR and/or will be addressed through the implementation of mitigation measures identified in the EIR.

The proposed Resolution making the required CEQA findings and certifying the Final EIR and adopting the Mitigation Monitoring and Reporting Program, is attached for the Board of Directors consideration and approval.

FINANCIAL CONSIDERATIONS

N/A

ATTACHMENT

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

- Resolution No. OC SAN 21-XX
- Final and Draft Environmental Impact Report - Exhibit "A" of Resolution No. OC SAN 21-XX
- Presentation

RESOLUTION NO. OC SAN 21-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY SANITATION DISTRICT CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE BAY BRIDGE PUMP STATION AND FORCE MAINS REPLACEMENT PROJECT, PROJECT NO. 5-67; ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM; AND APPROVING THE BAY BRIDGE PUMP STATION AND FORCE MAINS REPLACEMENT PROJECT, PROJECT NO. 5-67

WHEREAS, the Orange County Sanitation District (the "District") is presently considering the approval of a project known as the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67 (the "Project");

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq. ("CEQA")) and the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.), the District, as lead agency, prepared a Draft 2020 Recirculated Environmental Impact Report ("2020 REIR") (State Clearinghouse Number 2016111031) that reflected the independent judgment of the District as to the potential environmental impacts of the Project. The 2020 REIR determined that the Project would not have significant impacts on the environment with the incorporation of feasible mitigation measures, and therefore the District has not prepared a Statement of Overriding Considerations for the Project;

WHEREAS, the District has consulted with other public agencies and the general public, and provided such agencies and the public with the opportunity to provide written comments on the Project and the Environmental Impact Report as required by CEQA, including, without limitation, a public review period of 45 days which commenced on August 7, 2020 and ended on September 21, 2020;

WHEREAS, on September 21, 2020, District staff held a public meeting to provide a further opportunity for public agencies and the general public to comment on the Draft 2020 REIR;

WHEREAS, the District has reviewed the comments received and has responded in the Final Environmental Impact Report to all significant environmental issues raised during the public comment period;

WHEREAS, the comments received on the Draft 2020 REIR, either in full or in summary, together with the District's responses, have been included in the Final Environmental Impact Report for the proposed Project; and

WHEREAS, the Final 2020 Environmental Impact Report, including the comments received by the District on the Draft 2020 REIR, has been presented to the District's Board of Directors (the "Board") for review and consideration prior to the approval of, and commitment to, the Project, and the certification of the Final 2020 Environmental Impact Report, and approval of the Mitigation Monitoring and Reporting Program is consistent with the provisions of CEQA.

NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District DOES HEREBY RESOLVE, DETERMINE AND ORDER:

1. The Board of Directors certifies that the Final 2020 Environmental Impact Report, including comments and responses thereto, has been completed in compliance with CEQA;
2. The Board of Directors has independently reviewed and considered the Final Environmental Impact Report together with all comments received during the public review process;
3. The Final Environmental Impact Report reflects the independent judgment and analysis of the Board;
4. The Board of Directors adopts the Findings of Fact for the Project attached hereto as Exhibit A and incorporated herein by reference;
5. The Board of Directors finds on the basis of the whole record before it that there is no substantial evidence that the Project, as mitigated, will have a significant impact on the environment;
6. The Board of Directors adopts the Mitigation Monitoring and Reporting Program (the "MMRP"), included in the Final Environmental Impact Report, to ensure that all mitigation measures identified in the Mitigated Negative Declaration are implemented;
7. The Final Environmental Impact Report has been completed in compliance with the requirements of CEQA and is hereby Certified;
8. The Board of Directors approves the Bay Bridge Pump Station and Force Mains Rehabilitation Project;
9. The documents and other materials that constitute the record of proceedings on which the Board of Directors decision is based are located at the District

Administration Offices, 10844 Ellis Avenue, Fountain Valley, CA 92708 and the custodian for these documents is the Clerk of the Board; and

10. District staff is authorized and directed to file the Notice of Determination (NOD) and any other documents in accordance with the requirements of CEQA.

PASSED AND ADOPTED at a regular meeting of the Board of Directors held February 24, 2021.

David John Shawver
Board Chairman

ATTEST:

Kelly A. Lore, MMC
Clerk of the Board

APPROVED AS TO FORM:

Bradley R. Hogin
General Counsel

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Kelly A. Lore, Clerk of the Board of Directors of the Orange County Sanitation District, do hereby certify that the foregoing Resolution No. OC SAN 21-XX was passed and adopted at a regular meeting of said Board on the 24th day of February 2021, by the following vote, to wit:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Orange County Sanitation District this 24th day of February, 2021.

Kelly A. Lore, MMC
Clerk of the Board of Directors
Orange County Sanitation District

**FACTS AND FINDINGS
REGARDING THE
ENVIRONMENTAL EFFECTS FOR THE
BAY BRIDGE PUMP STATION AND
FORCE MAINS REPLACEMENT PROJECT**

SCH # 2016111031

Lead Agency:

ORANGE COUNTY SANITATION DISTRICT

10844 Ellis Avenue

Fountain Valley, California 92708

Contact: Mr. Kevin Hadden

714.962.2411

January 2021

This document is designed for double-sided printing to conserve natural resources.



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1.0 STATEMENT OF FACTS AND FINDINGS

1.1 INTRODUCTION

The following statement of facts and findings has been prepared in accordance with the California Environmental Quality Act (CEQA), including Public Resources Code Section 21081. In the Statement of Facts and Findings, the Lead Agency identifies a project's significant impacts, presents facts supporting the conclusions reached in the analysis, makes findings for each impact, and explains the reasoning behind the agency's findings.

CEQA Guidelines Section 15091 (a) provides that:

No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding.

There are three possible findings pursuant to Section 15091 (a) of the *CEQA Guidelines*.

- (1) *Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.*
- (2) *Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.*
- (3) *Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.*

Where a project will cause unavoidable significant impacts, the Lead Agency may still approve a project where its benefits outweigh the adverse impacts. As provided in the Statement of Overriding Considerations, the Lead Agency sets forth specific reasoning by which benefits are balanced against effects, and approves the project.

It is important to note that the *Bay Bridge Pump Station and Force Mains Replacement Project Public Review Draft 2020 Recirculated Environmental Impact Report* (2020 Recirculated EIR) and *Bay Bridge Pump Station and Force Mains Replacement Project Final Environmental Impact Report* (Final EIR) (together referenced herein as the EIR) prepared for the proposed Bay Bridge Pump Station and Force Mains Replacement Project determined that no significant, unavoidable impacts would occur as a result of Project implementation. Thus, while the preparation of a Statement of Facts and Findings is not mandatory under CEQA, it has been prepared by the Orange County Sanitation District (OCS D) as a means of further documenting impacts determined to be less than significant or less than significant upon incorporation of mitigation.

Based upon a review of the EIR, OCS D finds that the EIR: (a) has assessed the potentially significant environmental impacts of the Proposed Project in compliance with CEQA; (b) represents the independent judgment of OCS D; and (c) sets forth an adequate range of alternatives to this Project.



OCS&D, the CEQA Lead Agency, finds and declares that the proposed Bay Bridge Pump Station and Force Mains Replacement Project EIR (State Clearinghouse [SCH] No. 201611103) has been completed in compliance with CEQA and the *CEQA Guidelines*.

The Final EIR is composed of the following elements:

- The Bay Bridge Pump Station and Force Mains Replacement Project Public Review Draft 2020 Recirculated Environmental Impact Report (August 2020);
- Responses to Comments;
- Errata; and
- Mitigation Monitoring and Reporting Program.

The remainder of this document is organized as follows:

- 1.2 Description of Project Proposed for Approval;
- 1.3 Effects Determined to be Less Than Significant in the Initial Study/Notice of Preparation;
- 1.4 Effects Determined to be Less Than Significant or Not Significant in the EIR;
- 1.5 Effects Determined to be Mitigated to Less Than Significant Levels;
- 1.6 Environmental Effects Which Remain Significant and Unavoidable After Mitigation and Findings; and
- 1.7 Alternatives to the Proposed Project.

1.2 DESCRIPTION OF PROPOSED PROJECT

The Project would replace the existing Bay Bridge Pump Station and associated force mains to bring the pump station facility and force mains to current design and reliability standards to ensure continuous service for the Newport Coast service area (“Proposed Project”)¹.

Development of the Proposed Project would involve expanding the existing pump station facility site approximately 100 feet to the west, constructing a new pump station building, and installing force main improvements across the Newport Bay Channel south of Bay Bridge; refer to 2020 Recirculated EIR Exhibit 3-4, *Proposed Conceptual Site Plan*. As shown on 2020 Recirculated EIR Exhibit 3-4, the total area of potential disturbance proposed for the Proposed Project (yellow Project boundary) is approximately 800,000 square feet (18 acres).

PUMP STATION

The Proposed Project would involve demolishing the existing pump station building and constructing new pump station facilities including a pump station, generator, and odor control facilities within and adjacent to the existing facility; refer to 2020 Recirculated EIR Exhibit 3-5, *Adjacent Pump Station Layout*. The new, expanded pump station facility would be approximately 14,500 square feet in site

¹ The Proposed Project is referred to as the “Adjacent Pump Station” in the EIR.



area, as opposed to approximately 4,800 square feet under existing conditions (an increase of approximately 9,700 square feet). OCSD would be required to negotiate and acquire the adjacent property for use and access from the property owner (Bayside Village Marina, LLC). It should be noted that OCSD has assumed a proposed square footage of 14,500 square feet in order to analyze a conservative scenario in this 2020 Recirculated EIR. This square footage is considered conceptual and may be subject to downward refinement during final design.

In addition, the new pump station would require the replacement of portions of the existing OCSD gravity sewer system, which would be constructed to convey wastewater to the new pump station wet well. These gravity sewer improvements include installing 50 linear feet (LF) of 36- or 42-inch sewer lines within East Coast Highway and OCSD property.

Primary access to the proposed pump station would be provided via a shared driveway from Bayside Drive through Bayside Village Marina, LLC property with secondary access via the existing driveway from East Coast Highway; refer to 2020 Recirculated EIR [Exhibit 3-5](#).

The existing pump station has three large and two smaller duty variable frequency drive (VFD) pumps. Currently, two of the large VFD pumps (sized at 250 horsepower [HP] each) convey full peak wet weather flows and one of the smaller duty VFD pumps (50 HP each) conveys low flows. OCSD recently added the third large standby pump to the existing pump station for additional redundancy during peak wet weather flow. Therefore, the new pump station would be sized to house all pumps and provide the desired contingency and redundancy to maintain uninterrupted service. All the facilities would be placed within the new pump station, including a new pump station building with an electrical room and a generator building with an odor control facility. The proposed pump station would include features, architecture, and screening consistent with the *Back Bay Landing Planned Community Development Plan* (PCDP) and associated design guidelines to ensure consistency with surrounding future development.

Pump Station Mechanical Room and Wet Well

The proposed pump station building would be constructed with a below-grade dry-pit mechanical room, which would house the pumps, motors, and other mechanical equipment, and an above grade building that would house the electrical equipment, instrumentation, control equipment, and restroom. An underground wet well would be constructed adjacent to the mechanical room in an orientation similar to the existing pump station. A total of five VFD pumps would be installed to meet existing peak flow of 18.2 million gallons per day (MGD) and provide required contingency/redundancy, similar to the existing pump station.

Pump Station Electrical Room

The electrical room associated with the proposed pump station would be located above the mechanical room referenced above. Ancillary equipment within the electrical room would include electrical breakers, lighting control panel, closed-circuit television equipment, work areas, and storage space.

Pump Station Generator Facility

A 760-square foot backup generator facility would be built adjacent to the proposed pump station building. A 750-kilowatt diesel backup generator would be provided to handle the power requirement



of the new pump station running at full capacity should Southern California Edison power go down. The backup generator would have a two-hour day tank and be paired with a fuel tank which would allow the pump station to run on backup power for approximately 24 hours of operational redundancy.

Pump Station Odor Control

A new 1,300-square foot odor control facility would be built adjacent to the new pump station within the same building as the generator facility. It would hold a multi-stage vapor-phase odor control scrubber system, which would remove odorous compounds from the incoming waste stream. Two 10-foot diameter tanks would accommodate liquid phase odor control. Anticipated chemicals to be utilized and/or stored at the odor control facility include bioxide, magnesium hydroxide, ferric chloride, and/or pure oxygen; however, it is acknowledged that the specific chemicals used for odor control purposes may change depending on the availability of technologies at a given time, such as other chemicals with potentially increased effectiveness, and compliance with Federal, State, and local laws and regulations for the handling/storage/use of such hazardous materials, such as restrictions on which chemicals may be transported on local or regional roadways.

FORCE MAIN IMPROVEMENTS

The Proposed Project would connect to the existing OCSD force main system to the west by installing 1,500 LF of dual force mains (up to 32 inches in diameter) across the Newport Bay Channel south of Bay Bridge. The Project would involve microtunneling or open trench cutting under East Coast Highway, to the southside of the bridge, where dredging would occur under Newport Bay Channel. Dredging involves placement of a dredge (boat) with a submersible pump to suction out sediments at the bottom of the Newport Bay Channel. Microtunneling is a remote-controlled, continuously supported pipe jacking method. Microtunneling operations are managed by an operator in an above ground control container alongside of the shaft. Soil excavation takes place by way of infusing the soil with slurry at the face of the bore and cuttings are forced into slurry inlet holes in the Microtunneling Bore Machines crushing cone for circulation to and from a separation plant through a closed system. Areas where the pipe is microtunneled may require a casing pipe as large as 72 inches in diameter, which has been evaluated throughout this EIR as a worst-case scenario.

Portions of the adjacent private property (currently a RV storage area) and Lower Castaways Park could be temporarily utilized for construction staging, if these areas are available during construction of the Proposed Project; refer to *Construction*, below.

ACCESS, EASEMENTS, AND PROPERTY ACQUISITION

Development of the Proposed Project would require approval of easements, permits, and property acquisitions potentially including, but not limited to:

City of Newport Beach

- Temporary easement for potential construction staging at Lower Castaways Park;

Caltrans



- Encroachment permit for construction activities occurring on Coast Highway;

Bayside Village Marina, LLC

- Fee acquisition for the new pump station site;
- Temporary and permanent easement for construction and operational access to the Project site;

The Irvine Company

- Temporary and permanent easement for construction and operational access to proposed force mains; and

Bay Shores Community Association

- Temporary and permanent easement for construction and operational access to proposed pipelines on the west side of the Newport Bay Channel.

CONSTRUCTION

Construction activities associated with the Proposed Project, including pump station improvements, gravity sewer improvements, and force main installation (via open trenching and/or microtunneling and dredging), would encompass work areas on both sides of the Newport Bay Channel as illustrated on 2020 Recirculated EIR Exhibit 3-6, *Adjacent Pump Station Work Areas*. Construction activities would occur during weekdays (between 7:00 a.m. and 6:30 p.m.) and Saturdays (between 8:00 a.m. and 6:00 p.m.), unless otherwise directed by the City of Newport Beach (pursuant to City Municipal Code Section 10.28.040(D)(2)). However, it is acknowledged that due to the nature of microtunneling installation, microtunneling is anticipated and assumed to occur 24 hours per day; As explained in the EIR, it would take approximately two months to microtunnel across East Coast Highway.

Pump Station

The Proposed Project improvements would require approximately 4,200 cubic yards of cut and 700 cubic yards of fill. As noted above, the existing pump station facility would remain in service until the new facilities have been constructed and commissioned. Once the new pump station is placed in service, the existing pump station would be taken out of service and demolished. Construction access would be provided via a driveway to the property along the west side of Bayside Drive. Any temporary construction access through private property would be negotiated between OCSD and the property owner.

In addition, modifications to the existing gravity sewer system would be required to route gravity sewage flows to the new pump station's wet well. These pipes would be installed via open trench excavation along East Coast Highway; refer to 2020 Recirculated EIR Exhibit 3-7, *Adjacent Pump Station Construction*.



Force Main Improvements

The Proposed Project's force main improvements across East Coast Highway would require either microtunneling beneath the roadway or open cut trenching approximately 150 linear feet across the roadway as shown on 2020 Recirculated EIR [Exhibit 3-7](#). The force mains would then be installed across the Newport Bay Channel via dredging, possibly with a coffer dam. This construction method would require trenching approximately 700 feet long by 15 feet wide by 18 feet deep across the Newport Bay Channel. Trenching would occur in two segments across the channel, a 400-foot segment and a 300-foot segment. Each segment would be drained then trenched. Shoring of the walls may be required to lay down the dual force mains. Dredging would require approximately 4,450 cubic yards of cut and 3,870 cubic yards of fill. These construction activities would take approximately six months.

Temporary Lane Closures

Construction of the Proposed Project would require the following temporary lane closures:

- *East Coast Highway*: Temporary closure of traffic lane(s) to allow for construction of the gravity sewer improvements and installation of force mains (if microtunneling is not used) for approximately 131 non-consecutive days over the Project's 36-month construction period. A minimum of one travel lane in each direction would remain open at all times.
- *West Coast Highway*: Temporary closure of one eastbound lane of traffic and bus turnout area to allow for connection of the two force mains to the existing system for approximately 33 consecutive days during the Project's 36-month construction period.

OCSD would be required to develop a Traffic Control Plan for review and approval by Caltrans and the City of Newport Beach, respectively, to ensure continuous access to surrounding routes and uses.

GOALS AND OBJECTIVES

Pursuant to Section 15124(b) of the *CEQA Guidelines*, the EIR project description must include “[a] statement of objectives sought by the Proposed Project. The statement of objectives should include the underlying purpose of the project.”

As noted above, the Bay Bridge Pump Station is critical to OCSD operations as it conveys approximately 50 to 60 percent of the total Newport Beach wastewater flow through the pump station and these force mains. Because the Bay Bridge Pump Station and associated force mains are critical elements to OCSD's Newport Coast collection backbone, it is imperative that the facility be upgraded to ensure continuous service to the community and avoid spills for the next design lifespan (an additional 50 years).

The Proposed Project's goals and objectives are as follows:

1. Increase reliability since the existing Bay Bridge Pump Station is over 50 years old, outdated, and no longer meets structural, electrical, or maintenance standards. In addition, since the existing force mains are located under the Newport Bay Channel, thorough inspection to predict the remaining life span is not possible. Thus, replacement of the force mains would



reduce the risk of failure and prevent possible releases of sewage into the Newport Bay Channel;

2. Increase safety for OCSD Operations & Maintenance personnel by selecting an entry to and exit from the site that can be accessed more easily and safely by maintenance crews and drivers. The existing pump station is accessed directly from East Coast Highway, where adjacent traffic creates safety hazards for OCSD vehicles. Maintenance trucks must currently back into oncoming traffic to exit the site; and
3. Improve odor control through a new odor control facility, which houses a vapor-phase odor control scrubber system that would remove odorous vapors from the incoming waste system as well as two 10-foot diameter tanks to accommodate liquid phase odor control.

PERMITS AND APPROVALS

The applicable agency approvals and related environmental review/consultation requirements associated with the Proposed Project may include the following, among others. It is not anticipated that any other agencies would require use of the EIR in their decision-making process.

- CEQA Clearance – OCSD;
- Site Development Review Permit – City of Newport Beach;
- Limited Term Permit – City of Newport Beach;
- Encroachment Permits – City of Newport Beach and Caltrans;
- Permanent/Temporary Easements – City of Newport Beach, Bayside Village Marina, LLC, The Irvine Company, and Bay Shores Community Association;
- Traffic Control Plan Approval – City of Newport Beach and Caltrans;
- Coastal Development Permit – California Coastal Commission and City of Newport Beach (as required under the California Coastal Act, Public Resources Code Division 20);
- California State Lands Commission – Consultation with the County of Orange regarding implementation of Newport Bay Channel force main crossing through tidelands and submerged lands;
- California Department of Fish and Wildlife – Consultation regarding implementation of Newport Bay Channel force main crossing;
- National Marine Fisheries Service – Dry dredging/shoring construction activities;
- Section 404 Permit – Army Corps of Engineers (required for dry dredging/shoring construction activities);
- Section 401 Permit – Santa Ana Regional Water Quality Control Board (required for dry dredging/shoring construction activities);
- Permit R8-2015-0004 – Santa Ana Regional Water Quality Control Board;
- General Construction Permit – Santa Ana Regional Water Quality Control Board (as required under National Pollutant Discharge Elimination System [NPDES] General Permit for Storm



Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ [as amended by 2010-0014-DWQ and 2012-006-DWQ], NPDES Number CAS000002); and

- Permit to Construct (P/C) and Permit to Operate (P/O) – South Coast Air Quality Management District.

1.3 EFFECTS DETERMINED TO BE LESS THAN SIGNIFICANT IN THE INITIAL STUDY/NOTICE OF PREPARATION

OCSD prepared an Initial Study/Notice of Preparation for the Proposed Project to determine potentially significant effects of the Proposed Project. The Initial Study/Notice of Preparation was circulated for public review from November 10, 2016 through December 9, 2016. In the course of this evaluation, certain impacts of the Proposed Project were found to be less than significant due to the inability of a project of this scope to create such impacts or the absence of project characteristics producing effects of this type. The following effects were determined not to be significant, and were not analyzed in the 2020 Recirculated EIR; refer to Appendix 11.1, Initial Study/Notice of Preparation and Comment Letters of the 2020 Recirculated EIR. As such, the Project would not result in significant impacts involving the following:

AGRICULTURE AND FOREST RESOURCES

Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use.

Conflict with existing zoning for agricultural use, or a Williamson Act contract.

Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)).

Result in the loss of forest land or conversion of forest land to non-forest use.

Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use.

BIOLOGICAL RESOURCES

Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

CULTURAL RESOURCES

Disturb any human remains, including those interred outside of formal cemeteries.

GEOLOGY AND SOILS



Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault. Refer to Division of Mines and Geology Special Publication 42.

Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides.

Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water.

HAZARDS AND HAZARDOUS MATERIALS

Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area.

For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area.

Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.

HYDROLOGY AND WATER QUALITY

Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted).

Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-site or off-site.

Otherwise substantially degrade water quality.

Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map.

Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.

Inundation by seiche, tsunami, or mudflow.



LAND USE AND RELEVANT PLANNING

Physically divide an established community.

Conflict with any applicable habitat conservation plan or natural community conservation plan.

MINERAL RESOURCES

Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.

Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

NOISE

For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels.

For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels.

POPULATION AND HOUSING

Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure).

Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere.

Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere.

PUBLIC SERVICES

Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- *Fire protection.*
- *Police protection.*
- *Schools.*
- *Parks.*



- *Other public facilities.*

RECREATION

Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.

TRANSPORTATION/TRAFFIC

Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.

Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.

UTILITIES AND SERVICE SYSTEMS

Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board.

Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed.

Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs.

Comply with federal, state, and local statutes and regulations related to solid waste.

1.4 EFFECTS DETERMINED TO HAVE NO IMPACT OR BE LESS THAN SIGNIFICANT IN THE EIR

The 2020 Recirculated EIR found that the Proposed Project would result in no impacts or less than significant impacts on a number of environmental topic areas. A no impact or a less than significant environmental impact determination was made for each of the topical impact areas listed below.

It is acknowledged that after circulation of the Initial Study/Notice of Preparation (in 2016), the California Natural Resources Agency updated the CEQA Guidelines, which included changes to



Appendix G, *Environmental Checklist Form*. The 2020 Recirculated EIR utilized the amended Appendix G thresholds of significance.

NO IMPACT

Hazards and Hazardous Materials

For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area.

Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.

Hydrology and Water Quality

Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin.

Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-site or off-site.

Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows.

In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation.

Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

Noise

For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels.

Population and Housing

Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure).

Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere.

Utilities and Service Systems



Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects.

Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years.

Comply with Federal, State, and local management and reduction statutes and regulations related to solid waste.

Wildfire

Substantially impair an adopted emergency response plan or emergency evacuation plan.

Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire.

Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary ongoing impacts to the environment.

Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

LESS THAN SIGNIFICANT

Aesthetics/Light and Glare

Scenic Views and Vistas. *Project implementation would not have a substantial adverse effect on a scenic view or vista.*

Cumulative Scenic Views and Vista: *The Proposed Project, combined with other related cumulative projects, would not have an adverse effect on a scenic vista.*

Air Quality

Short-Term (Construction) Air Emissions. *Short-term construction activities associated with the Proposed Project would not result in increased air pollutant emissions impacts.*

Long-Term (Operational) Impacts. *Implementation of the Proposed Project would not result in increased impacts pertaining to operational air emissions.*

Localized Emissions. *Implementation of the Proposed Project would not result in localized emissions that may expose sensitive receptors to substantial pollutant concentrations.*

Consistency with Regional Plans. *Implementation of the Proposed Project would not conflict with or obstruct implementation of the applicable air quality plan.*

Odor Impacts. *Construction and operation of the Proposed Project would not create objectionable odors affecting a substantial number of people.*



Short-Term (Construction) Cumulative Air Emissions. *Short-term construction activities associated with the Proposed Project and other cumulative projects would not result in increased air pollutant emission impacts.*

Long-Term (Operational) Cumulative Air Emissions. *Proposed Project and other related cumulative projects would not result in increased impacts pertaining to operational air emissions.*

Cumulative Localized Emissions. *Implementation of the Proposed Project would not result in cumulative localized emissions that would expose sensitive receptors to substantial pollutant concentrations.*

Cumulative Consistency with Applicable Air Quality Plans. *Development associated with the Proposed Project and other cumulative projects would not conflict with or obstruct implementation of the applicable air quality plan.*

Cumulative Odor Impacts. *Development associated with the Proposed Project and related cumulative projects would not result in increased impacts pertaining to odors.*

Cultural Resources

Historical Resources. *Development associated with implementation of the Proposed Project would not result in significant impacts to historical resources within the project site.*

Cumulative Historical Resources. *The Proposed Project, combined with other related cumulative projects, would not result in significant cumulative impacts to historical resources.*

Energy

Energy Consumption. *The project would not result in wasteful, inefficient, or unnecessary consumption of energy resources.*

Conflict With Applicable Energy Plans. *The project would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency.*

Energy Consumption (Cumulative). *The Proposed Project, combined with other related cumulative projects, would not result in wasteful, inefficient, or unnecessary consumption of energy resources.*

Conflict With Applicable Energy Plans (Cumulative). *The Proposed Project, combined with other related cumulative projects, would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency.*

Geology and Soils

Strong Seismic Ground Shaking. *The project would not be subject to potential substantial adverse effects involving strong seismic ground shaking.*

Seismic-Related Ground Failure. *The project would not expose people or structures to potential substantial adverse effects involving seismic-related ground failure.*



Soil Erosion. *The project would not result in substantial soil erosion or the loss of topsoil.*

Expansive Soils. *The proposed development would not be located on expansive soil, creating substantial risks to life or property.*

Greenhouse Gas Emissions

Greenhouse Gas Emissions. *Greenhouse gas emissions generated by the project would not have a significant impact on global climate change.*

Consistency With Applicable Greenhouse Gas Plans, Policies or Regulations. *Implementation of the Proposed Project would not conflict with an applicable greenhouse gas reduction plan, policy, or regulation.*

Cumulative Impacts. *Greenhouse gas emissions generated by the Proposed Project and other related cumulative projects would not have a significant impact on global climate change.*

Hydrology and Water Quality

Long-Term Operational Impacts. *Long-term operation of the Proposed Project would not result in increased runoff amounts and degraded water quality.*

Land Use and Planning

Southern California Association of Governments (SCAG). *The Proposed Project would not conflict with SCAG's regional planning efforts adopted for the purpose of avoiding or mitigating an environmental effect.*

City of Newport Beach General Plan. *The Proposed Project would not conflict with policies provided in the City of Newport Beach General Plan.*

Back Bay Landing Planned Community Development Plan. *The Proposed Project would not conflict with the Back Bay Landing Planned Community Development Plan development standards and design guidelines.*

Noise

Vibration Impacts. *Project implementation would not result in significant vibration impacts to nearby sensitive receptors.*

Long-Term (Mobile) Noise Impacts. *Traffic generated by the Proposed Project would not significantly contribute to existing traffic noise in the area or exceed the City's established standards.*

Long-Term (Stationary) Noise Impacts. *The Proposed Project would not result in a significant increase in long-term stationary ambient noise levels.*

Cumulative Vibration Impacts. *Project implementation along with other related cumulative projects would not result in significant vibration impacts to nearby sensitive receptors.*



Cumulative Long-Term (Mobile) Noise Impacts. Development associated with the Proposed Project and other related cumulative projects would not significantly contribute to existing traffic noise in the area or exceed the City's established standards.

Cumulative Long-Term (Stationary) Noise Impacts. Development associated with the Proposed Project and other related cumulative projects would not result in a significant increase in long-term stationary ambient noise levels.

Transportation

Vehicle Miles Traveled. Project development would not conflict or be inconsistent with CEQA guidelines Section 15064.3 Subdivision (B).

Cumulative Vehicle Miles Traveled. Project development in conjunction with other related cumulative projects would not conflict or be inconsistent with CEQA guidelines Section 15064.3 Subdivision (B).

1.5 EFFECTS DETERMINED TO BE MITIGATED TO LESS THAN SIGNIFICANT LEVELS

OCSO, having reviewed and considered the information contained in the Final EIR, the Technical Appendices, and the administrative record, finds, pursuant to California Public Resources Code 21081 (a)(1) and CEQA Guidelines 15091 (a)(1) that changes or alterations have been required in, or incorporated into, the Proposed Project, which would avoid or substantially lessen to below a level of significance the following potentially significant environmental effects in the following categories:

- Aesthetics/Light and Glare (short-term and long-term visual impacts, visual character/quality, light and glare, and cumulative impacts);
- Biological Resources (special status plant and wildlife species, sensitive natural communities, wetlands, migratory wildlife species, policies protecting biological resources, and cumulative impacts);
- Cultural Resources (archaeological resources and cumulative impacts);
- Geology and Soils (paleontological resources and cumulative impacts);
- Hazards and Hazardous Materials (accidental release and/or routine handling of hazardous materials, interference with an adopted emergency response or evacuation plan, and cumulative impacts);
- Hydrology and Water Quality (short-term water quality impacts and cumulative short-term and long-term operational impacts);
- Land Use and Relevant Planning (California Coastal Act and Local Coastal Program and Coastal Land Use Plan consistency and cumulative impacts),
- Noise (short-term construction noise and short-term cumulative impacts);
- Transportation (roadway, transit, bicycle, and pedestrian facilities; hazardous design features (operations); emergency access, and cumulative impacts); and
- Tribal Cultural Resources (tribal cultural resources and cumulative impacts).

The potentially significant adverse environmental impacts for which mitigation was identified are listed below. OCSO finds that these potentially significant adverse impacts can be mitigated to a level that



is considered less than significant with implementation of the mitigation measures identified in the Final EIR. These findings are supported by the EIR and substantial evidence in the record of proceedings. (CEQA 15091(b).)

AESTHETICS/LIGHT AND GLARE

The Project's potential aesthetics/light and glare impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.1, *Aesthetics/Light and Glare*, of the 2020 Recirculated EIR. These include short-term and long-term degradation of visual character/quality, light and glare, and cumulative impacts.

Short-Term Visual Impacts. With incorporation of Mitigation Measure AES-1, Project construction would not result in significant impacts related to the temporary degradation of the visual character/quality of the site and its surroundings.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to the short-term visual character/quality of the Project area have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

AES-1 Prior to issuance of any grading and/or demolition permits, whichever occurs first, engineering drawings and specifications shall be prepared by the Project Engineer, or their designee, and submitted for review and approval by the Orange County Sanitation District Director of Engineering. These documents shall, at a minimum, indicate the equipment and vehicle staging areas, stockpiling of materials, screening/fencing (i.e., temporary fencing with opaque material), and haul route(s). Staging areas shall be sited away from public views, to the extent feasible and reasonable, and/or screened utilizing temporary fencing with opaque materials. Construction haul routes shall minimize impacts to sensitive uses in the project area by avoiding local residential streets.

Long-Term Visual Character/Quality. With implementation of mitigation, project implementation would not conflict with applicable zoning and other regulations governing scenic quality.

Findings



1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *The effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to the Project area's long-term visual character/quality have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

- AES-2 Prior to construction of the new pump station facility, Orange County Sanitation District (OCSD) shall comply with the applicable requirements of the City of Newport Beach to ensure consistency with the surrounding development and Back Bay Landing PCDD design guidelines.

Light and Glare. With implementation of mitigation, project implementation would not generate additional light and glare beyond existing conditions.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts regarding light and glare have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

- AES-3 Prior to any nighttime construction activities, a construction safety lighting plan shall be prepared by the Project Engineer, or their designee, and submitted to the Orange County Sanitation District Director of Engineering for review and approval. The plan shall include, but not be limited to, the following:
- Identify all required construction lighting fixtures, anticipated locations and heights, and maximum wattage required;
 - Ensure all construction-related lighting fixtures (including portable fixtures) are shielded and oriented downward and away from adjacent sensitive areas (including residential and biologically sensitive areas);



- Provide the minimal wattage necessary to provide adequate nighttime visibility and safety at the construction site; and
- Demonstrate that nighttime construction lighting does not spillover onto adjacent residential properties.

AES-4 Prior to construction of the proposed pump station, an operational lighting plan shall be prepared by the Project Engineer, or their designee, and provided to the Orange County Sanitation District (OCSD) Director of Engineering for review and approval. OCSD shall provide the lighting plan to the City of Newport Beach for review and comment, pertaining to the general consistency with the *Back Bay Landing Planned Community Development Plan* regulations for lighting. All outdoor lighting fixtures shall be designed, shielded, aimed, located, and maintained to minimize impacts to adjacent sites and to not produce glare onto adjacent sites or roadways. Final approval of the lighting plan shall be made by OCSD prior to start of Project construction. OCSD, or designee, shall verify that the approved plans incorporate the reasonably suggested revisions and comments received from the City of Newport Beach.

Cumulative Short-Term Visual Character/Quality. With implementation of mitigation, project construction activities, combined with construction activities for other relative cumulative Projects, would not temporarily degrade the visual character/quality of the development sites and their surroundings.

Findings

1. *Changes or alterations have been required in, or incorporated into, the Project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to the Project area's short-term visual character/quality have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

AES-1 Prior to issuance of any grading and/or demolition permits, whichever occurs first, engineering drawings and specifications shall be prepared by the Project Engineer, or their designee, and submitted for review and approval by the Orange County Sanitation District Director of Engineering. These documents shall, at a minimum, indicate the equipment and vehicle staging areas, stockpiling of materials, screening/fencing (i.e., temporary fencing with opaque material), and haul route(s). Staging areas shall be sited away from public views, to the extent feasible and reasonable, and/or screened utilizing temporary fencing with opaque materials. Construction haul routes shall minimize impacts to sensitive uses in the project area by avoiding local residential streets.



Cumulative Long-Term Visual Character/Quality. With implementation of mitigation, Project implementation, combined with other related cumulative projects, would not conflict with applicable zoning and other regulations governing scenic quality.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to the Project area's long-term visual character/quality have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

- AES-2 Prior to construction of the new pump station facility, Orange County Sanitation District (OCSD) shall comply with the applicable requirements of the City of Newport Beach to ensure consistency with the surrounding development and Back Bay Landing PCDD design guidelines.

Cumulative Light and Glare. With implementation of mitigation, Project implementation, combined with other related cumulative projects, would not cumulatively contribute to significant light/glare impacts.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts regarding light and glare have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

- AES-3 Prior to any nighttime construction activities, a construction safety lighting plan shall be prepared by the Project Engineer, or their designee, and submitted to the Orange County Sanitation District Director of Engineering for review and approval. The plan shall include, but not be limited to, the following:



- Identify all required construction lighting fixtures, anticipated locations and heights, and maximum wattage required;
- Ensure all construction-related lighting fixtures (including portable fixtures) are shielded and oriented downward and away from adjacent sensitive areas (including residential and biologically sensitive areas);
- Provide the minimal wattage necessary to provide adequate nighttime visibility and safety at the construction site; and
- Demonstrate that nighttime construction lighting does not spillover onto adjacent residential properties.

AES-4 Prior to construction of the proposed pump station, an operational lighting plan shall be prepared by the Project Engineer, or their designee, and provided to the Orange County Sanitation District (OCSD) Director of Engineering for review and approval. OCSD shall provide the lighting plan to the City of Newport Beach for review and comment, pertaining to the general consistency with the *Back Bay Landing Planned Community Development Plan* regulations for lighting. All outdoor lighting fixtures shall be designed, shielded, aimed, located, and maintained to minimize impacts to adjacent sites and to not produce glare onto adjacent sites or roadways. Final approval of the lighting plan shall be made by OCSD prior to start of project construction. OCSD, or designee, shall verify that the approved plans incorporate the reasonably suggested revisions and comments received from the City of Newport Beach.

BIOLOGICAL RESOURCES

The Project's potential biological resources impacts that can be mitigated or are otherwise less than significant are discussed in [Section 5.3, *Biological Resources*](#), of the 2020 Recirculated EIR. These include impacts to special status plant and wildlife species, sensitive natural communities, migratory wildlife species, wetlands, in addition to a potential conflict with policies protecting biological resources, and cumulative impacts.

Special Status Plant and Wildlife Species. With implementation of mitigation, Project implementation would not have adverse effects, either directly or through habitat modifications, on special status plant or wildlife species.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings



The potential impacts to special status plant and wildlife species have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.

BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:

- Identification of most common types of marine wildlife likely to be encountered in the project area;
- Activities that have the most potential for affecting wildlife in the project area;
- Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
- Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and
- Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.

BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside



of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

Sensitive Natural Communities. With implementation of mitigation, Project implementation would not have an adverse effect on riparian habitat or other sensitive natural community.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to sensitive natural communities have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measures:

- BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal



Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

Wetlands. With implementation of mitigation, Project implementation would not have an adverse effect on State or Federally protected wetlands.

Findings

- 1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
- 2. With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to wetlands have been eliminated or substantially lessened to a level of less than significant of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

- HWQ-4 In compliance with the Federal Clean Water Act, the Proposed Project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.
- BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:
- Identification of most common types of marine wildlife likely to be encountered in the project area;
 - Activities that have the most potential for affecting wildlife in the project area;
 - Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
 - Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities



(e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and

- Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.

BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall



implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

Migratory Wildlife Species. With implementation of mitigation, Project implementation would not interfere with the movement of a native resident or migratory wildlife species.

Findings

- 1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
- 2. With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to wildlife movement have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

- HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.
- BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:
- Identification of most common types of marine wildlife likely to be encountered in the project area;
 - Activities that have the most potential for affecting wildlife in the project area;
 - Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
 - Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance



from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and

- Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.

BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall



implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

Policies Protecting Biological Resources. With implementation of mitigation, Project implementation would not conflict with a City policy protecting biological resources.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts pertaining to conflicts with policies protecting biological resources have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:

- Identification of most common types of marine wildlife likely to be encountered in the project area;
- Activities that have the most potential for affecting wildlife in the project area;
- Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
- Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and
- Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.



BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.



Cumulative Special Status Plant and Wildlife Species. With implementation of mitigation, Project implementation combined with cumulative development would not have adverse effects, either directly or through habitat modifications, on special status plant or wildlife species.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to special status plant and wildlife species have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

- HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.
- BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:
- Identification of most common types of marine wildlife likely to be encountered in the project area;
 - Activities that have the most potential for affecting wildlife in the project area;
 - Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
 - Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and



- Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.

BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

Cumulative Sensitive Natural Communities. With implementation of mitigation, Project implementation combined with cumulative developments would not have adverse effect on riparian habitat or other sensitive natural community.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to sensitive natural communities have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measures:

BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to



conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

Cumulative Wetlands. With implementation of mitigation, Project implementation combined with cumulative development would not have an adverse effect on State or Federally protected wetlands.

Findings

- 1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
- 2. With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to wetlands have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

- HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.
- BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine



wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:

- Identification of most common types of marine wildlife likely to be encountered in the project area;
- Activities that have the most potential for affecting wildlife in the project area;
- Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
- Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and
- Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.

BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and



kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

Cumulative Migratory Wildlife Species. With implementation of mitigation, Project implementation combined with cumulative development would not interfere with the movement of migratory wildlife species.

Findings

- 1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
- 2. With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to migratory wildlife species have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

- HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.
- BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine



wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:

- Identification of most common types of marine wildlife likely to be encountered in the project area;
- Activities that have the most potential for affecting wildlife in the project area;
- Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
- Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and
- Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.

BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and



kelp species within the project survey area, as delineated by the qualified marine biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

Cumulative Policies Protecting Biological Resources. With implementation of mitigation, Project implementation combined with cumulative development would not conflict with a City policy protecting biological resources.

Findings

- 1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
- 2. With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to policies protecting biological resources have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measures:

- HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.
- BIO-1 Prior to dredging operations, if conducted, Orange County Sanitation District, or designee, shall retain a qualified marine mammal biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, animal behavior, or a closely related area and demonstrated field experience, to conduct contractor awareness training for all personnel working in the marine environment. The purpose of the training is to educate contractor personnel on the identification of marine



wildlife in the project area and to provide an overview of the wildlife mitigation that will be implemented during the project. Specifically, the training seminar shall include, but not be limited to, the following:

- Identification of most common types of marine wildlife likely to be encountered in the project area;
- Activities that have the most potential for affecting wildlife in the project area;
- Overview of the Marine Mammal Protection Act (MMPA), the designated Environmental Study Area (ESA), agencies responsible for enforcement of the MMPA and ESA, and penalties associated with violations of the acts;
- Procedures to be followed during mobilization/demobilization, and transiting of project vessels, anchoring and throughout waterside construction activities (e.g., decreasing vessel speeds/engine power when at a determined distance from the shoreline, limiting vessel engine idling to five minutes or less, and utilizing minimum required engine power); and
- Reporting requirements in the event of an inadvertent collision and/or injury to marine wildlife.

BIO-2 Should construction activities occur within the nesting season, all suitable habitat surrounding the project site shall be thoroughly surveyed for the presence of nesting birds by a qualified biologist, defined as an individual with a bachelor's degree or above in a biological science field and demonstrated field experience, within three days prior to commencement of site disturbance activities.

If an active avian nest is discovered in proximity to the project site during the nesting bird survey, construction activities (those activities that could result in direct or indirect impacts to active nests either through noise, light, or physical contact) shall stay outside of a 300-foot buffer around the active nest. For raptor species, this buffer shall be expanded to 500 feet. The qualified biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest in order to ensure that nesting behavior is not adversely affected by construction activities. If the qualified biologist determines that nesting behavior is adversely affected by construction activities, the qualified biologist shall halt construction activities that result in the adverse effect and file a written report to OCSD and the construction contractor stating the recommended course of action. The buffer area and limitations on construction may be reduced upon approval by the California Department of Fish and Wildlife, and only if the nesting behaviors are not disrupted by construction activities, as determined by the qualified biologist. Once the young have fledged, normal construction activities shall be allowed to occur.

BIO-3 The Orange County Sanitation District (OCSD), or designee, shall retain a qualified marine biologist, defined as an individual with a bachelor's degree or above in marine biology, zoology, or a closely related area and demonstrated field experience, to conduct a comprehensive pre-construction survey for the presence of eelgrass and kelp species within the project survey area, as delineated by the qualified marine



biologist, prior to the commencement of in-water construction operations. The pre-construction eelgrass and kelp surveys shall be consistent with current National Marine Fisheries Service (NMFS) California Eelgrass Mitigation Policy (CEMP) survey guidelines. If pre-construction survey results indicate eelgrass or kelp presence within the project survey area, the qualified marine biologist shall recommend, and OCSD, or designee, shall incorporate, appropriate avoidance measures, protection measures, and/or replacement mitigation (e.g., shifting dredging areas, relocating eelgrass, releasing buoy-deployed seed bags, and reseeded for no net loss) to be implemented during construction activities to avoid or reduce impacts to eelgrass or kelp species to the maximum extent practicable. The qualified marine biologist shall coordinate with the appropriate regulatory agencies including the NMFS, U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Coastal Commission (CCC), the California Department of Fish and Wildlife (CDFW), and other resource and regulatory agencies, as necessary, and OCSD, or designee, shall implement compensatory mitigation, as required by the appropriate regulatory agencies, should the project result in the loss of eelgrass and kelp habitat.

CULTURAL RESOURCES

The Project's potential cultural resources impacts that can be mitigated or are otherwise less than significant are discussed in [Section 5.4, *Cultural Resources*](#), of the 2020 Recirculated EIR. These include impacts to archaeological resources and cumulative impacts.

Archaeological Resources. With implementation of mitigation, development associated with implementation of the Project would not impact archaeological resources within the Project site.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to archaeological resources have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measures:

- CUL-1 Prior to ground-disturbing activities, Orange County Sanitation District (OCSD), or its designee, shall retain a qualified archaeologist who meets the requirements of the Secretary of the Interior's Standards to prepare an Archaeological Monitoring Protocol Plan for the project that is consistent with all applicable requirements of the City of Newport Beach Local Coastal Program (CLUP) and Coastal Development Permit (CDP) as determined by the City of Newport Beach. The Archaeological Monitoring Protocol Plan shall include, but is not limited to, the following:



- Identification of the project's area of potential effect;
- Training procedures regarding the Archaeological Monitoring Protocol Plan and the identification of potential archaeological resources. The training shall be open to Native American tribal representative(s), to assist the contractor's representative in identifying potential tribal cultural resources.
- Procedures to follow in the event that potential archaeological resources are discovered during construction activities, including, without limitation, halting work in the area of the find and contacting the qualified archaeologist to evaluate the find.
- Procedures for proceeding with construction work after a significant find is inventoried, documented, and/or recovered.

OCSD, or designee, shall implement all recommended and required measures identified in the Archaeological Monitoring Protocol Plan approved by the City of Newport Beach.

If evidence of potential subsurface archaeological resources is found during ground disturbance/excavation activities, these activities shall cease within 50 feet of that area and the construction contractor shall contact OCSD. Construction activities shall be allowed to continue in other areas of the site. OCSD, or designee, shall then retain a qualified archaeologist to evaluate the discovery prior to resuming grading/construction activities in the immediate vicinity of the find. If warranted based on the archaeologist's evaluation of the find, the archaeologist shall collect the resource, and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of the significance (depth, nature, condition, and extent of the resource), identify final mitigation measures that OCSD or its designee shall incorporate into future construction plans, and provide cost estimates.

If the qualified archaeologist determines that the find is prehistoric or includes Native American materials, affiliated Native American groups shall be invited to contribute to the assessment and recovery of the resource, as applicable. The qualified archaeologist and any applicable Native American contacts shall collect the resource and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates.

Salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. Work within the area of discovery shall resume only after the resource has been appropriately inventoried, documented, and/or recovered, as detailed in the test-level report(s).



Cumulative Archaeological Resources. With implementation of mitigation, the Proposed Project, combined with other related cumulative development, would not result in significant cumulative impacts to archaeological resources.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to archaeological resources have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measures:

CUL-1 Prior to ground-disturbing activities, Orange County Sanitation District (OCSD), or its designee, shall retain a qualified archaeologist who meets the requirements of the Secretary of the Interior's Standards to prepare an Archaeological Monitoring Protocol Plan for the project that is consistent with all applicable requirements of the City of Newport Beach Local Coastal Program (CLUP) and Coastal Development Permit (CDP) as determined by the City of Newport Beach. The Archaeological Monitoring Protocol Plan shall include, but is not limited to, the following:

- Identification of the project's area of potential effect;
- Training procedures regarding the Archaeological Monitoring Protocol Plan and the identification of potential archaeological resources. The training shall be open to Native American tribal representative(s), to assist the contractor's representative in identifying potential tribal cultural resources.
- Procedures to follow in the event that potential archaeological resources are discovered during construction activities, including, without limitation, halting work in the area of the find and contacting the qualified archaeologist to evaluate the find.
- Procedures for proceeding with construction work after a significant find is inventoried, documented, and/or recovered.

OCSD, or designee, shall implement all recommended and required measures identified in the Archaeological Monitoring Protocol Plan approved by the City of Newport Beach.

If evidence of potential subsurface archaeological resources is found during ground disturbance/excavation activities, these activities shall cease within 50 feet of that area



and the construction contractor shall contact OCSD. Construction activities shall be allowed to continue in other areas of the site. OCSD, or designee, shall then retain a qualified archaeologist to evaluate the discovery prior to resuming grading/construction activities in the immediate vicinity of the find. If warranted based on the archaeologist's evaluation of the find, the archaeologist shall collect the resource, and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of the significance (depth, nature, condition, and extent of the resource), identify final mitigation measures that OCSD or its designee shall incorporate into future construction plans, and provide cost estimates.

If the qualified archaeologist determines that the find is prehistoric or includes Native American materials, affiliated Native American groups shall be invited to contribute to the assessment and recovery of the resource, as applicable. The qualified archaeologist and any applicable Native American contacts shall collect the resource and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates.

Salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. Work within the area of discovery shall resume only after the resource has been appropriately inventoried, documented, and/or recovered, as detailed in the test-level report(s).

GEOLOGY AND SOILS

The Project's potential geology and soils impacts that can be mitigated or are otherwise less than significant are discussed in [Section 5.5, *Geology and Soils*](#), of the 2020 Recirculated EIR. These impacts include paleontological resources and cumulative impacts.

Paleontological Resources. With implementation of mitigation, development associated with implementation of the Project would not impact paleontological resources within the Project site.

Findings

- 1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
- 2. With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts to paleontological resources have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.



Mitigation Measures:

GEO-1 Prior to ground-disturbing activities, a qualified paleontologist shall provide a Monitoring Protocol Plan for the project. The plan shall identify procedures to be used in the event that potential recoverable fossils are discovered by the construction contractor. The qualified paleontologist shall have a B.S. or B.A. in geology and/or paleontology with demonstrated competence in research, fieldwork, reporting, and curation. The qualified paleontologist shall provide training to the contractor's representative regarding the Monitoring Protocol Plan and the identification of paleontological resources. The Monitoring Protocol Plan shall state that in the event a fossil or suspected fossil is encountered during ground disturbing activities, the following steps shall be taken to ensure paleontological resource(s), if present, are properly preserved or salvaged in accordance with the recommendation of the qualified paleontologist and existing Federal, State, and local laws and regulations:

- The fossil site shall not be touched, moved, or disturbed in any way.
- Work shall stop in the immediate area, and a minimum 50-foot buffer shall be marked with brightly colored flagging. No further disturbance in the flagged area shall occur until the contractor has cleared the area.
- The contractor's representative, construction foreman or supervisor, and a qualified paleontologist shall be immediately notified.
- The qualified paleontologist shall quickly examine the find and make a determination of significance. If the find is not significant, the foreman shall be informed when it is acceptable to resume work in the area.
- Should the qualified paleontologist determine the find is significant, the qualified paleontologist shall develop a plan of mitigation which would likely include salvage excavation and removal of the find, removal of sediment from around the specimen, research to identify and categorize the find, curation of the find in a local qualified repository, and preparation of a report summarizing the find.

Cumulative Geology and Soils. With implementation of mitigation, the Proposed Project, combined with other related cumulative projects, would not result in adverse effects involving paleontological resources.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings



The potential cumulative impacts to paleontological resources have been eliminated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measures:

GEO-1 Prior to ground-disturbing activities, a qualified paleontologist shall provide a Monitoring Protocol Plan for the project. The plan shall identify procedures to be used in the event that potential recoverable fossils are discovered by the construction contractor. The qualified paleontologist shall have a B.S. or B.A. in geology and/or paleontology with demonstrated competence in research, fieldwork, reporting, and curation. The qualified paleontologist shall provide training to the contractor's representative regarding the Monitoring Protocol Plan and the identification of paleontological resources. The Monitoring Protocol Plan shall state that in the event a fossil or suspected fossil is encountered during ground disturbing activities, the following steps shall be taken to ensure paleontological resource(s), if present, are properly preserved or salvaged in accordance with the recommendation of the qualified paleontologist and existing Federal, State, and local laws and regulations:

- The fossil site shall not be touched, moved, or disturbed in any way.
- Work shall stop in the immediate area, and a minimum 50-foot buffer shall be marked with brightly colored flagging. No further disturbance in the flagged area shall occur until the contractor has cleared the area.
- The contractor's representative, construction foreman or supervisor, and a qualified paleontologist shall be immediately notified.
- The qualified paleontologist shall quickly examine the find and make a determination of significance. If the find is not significant, the foreman shall be informed when it is acceptable to resume work in the area.
- Should the qualified paleontologist determine the find is significant, the qualified paleontologist shall develop a plan of mitigation which would likely include salvage excavation and removal of the find, removal of sediment from around the specimen, research to identify and categorize the find, curation of the find in a local qualified repository, and preparation of a report summarizing the find.

HAZARDS AND HAZARDOUS MATERIALS

The Project's potential hazards and hazardous materials impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.7, *Hazards and Hazardous Materials*, of the 2020 Recirculated EIR. These include accidental release and/or routine handling of hazardous materials, interference with an adopted emergency response or evacuation plan, and cumulative impacts.

Accidental Release and/or Routine Handling of Hazardous Materials. With implementation of mitigation, the Proposed Project would not create a significant hazard to the public or environment



through the routine transport, use, or disposal of hazardous materials, or accident conditions involving the release of hazardous materials.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts from accidental release and/or routine handling or hazardous materials have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

- HAZ-1 Prior to demolition activities, an asbestos survey shall be conducted by an Asbestos Hazard Emergency Response Act (AHERA) and California Division of Occupational Safety and Health (Cal/OSHA) certified building inspector to determine the presence or absence of asbestos containing-materials (ACMs). If ACMs are determined to be present, abatement of asbestos shall be completed prior to any activities that would disturb ACMs or create an airborne asbestos hazard. Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403. Asbestos wastes shall be handled and disposed of in accordance with the federal Toxic Substances Control Act (TSCA), 40 Code of Federal Regulations (CFR) 763, the Clean Air Act (NESHAP), and California Code of Regulations, Title 22, Division 4.5. Contractors performing ACM removal shall provide documentation of abatement activities to the Orange County Sanitation District.
- HAZ-2 If paint is separated from building materials (chemically or physically) during demolition of the structures, the paint waste shall be evaluated independently from the building material by an EPA certified Lead Inspector. If lead-based paint is found, abatement shall be completed by an EPA qualified Lead Abatement Specialist prior to any activities that would create lead dust or a fume hazard. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide documentation of abatement activities to the Orange County Sanitation District.
- HAZ-3 Prior to construction, a Soil Management Plan (SMP) shall be prepared and signed and stamped by a Professional Geologist or Engineer licensed in the State of California. The SMP shall be incorporated into project plans and specifications to be used by the contractor and the Orange County Sanitation District during construction activities. The SMP shall include guidelines for safety measures and soil management in the event



that contaminated soils are to be disturbed, and for handling contaminated soil during any planned earthwork activities. Soil management practices could include the use of proper protective gear, waste profiling, landfill selection, and setting designated stockpiling location, among others. Additionally, the SMP shall include verification sampling for spoils/dredged material, soil import and export, as well as backfill to confirm that no hazardous materials are present. If hazardous materials are detected, the materials shall be properly disposed of in accordance with Federal and State requirements, such as the Resources Conservation and Recovery Act (RCRA) and Hazardous Materials Transportation Act (HMTA), among others. The SMP shall also include a decision framework and specific risk management measures for managing soil in a manner protective of human health and consistent with applicable regulatory requirements.

HAZ-4 If unknown wastes are discovered during construction that are believed to involve hazardous waste or materials, the contractor shall comply with the following:

- Immediately cease work in the vicinity of the suspected contaminant, and remove workers and the public from the area;
- Notify the Orange County Sanitation District;
- Secure the area as directed by the Orange County Sanitation District; and
- Notify the Orange County Health Care Agency's Hazardous Materials Division's Hazardous Waste/ Materials Coordinator (or other appropriate agency specified by the Director of Engineering). The Hazardous Waste/Materials Coordinator shall advise the responsible party of further actions that shall be taken, if required. Any and all further actions shall be taken in compliance with the directions of the Hazardous Waste / Materials Coordinator and Federal and State law.

Interference with an Adopted Emergency Response or Evacuation Plan. With implementation of mitigation, construction and operations of the Project would not create a significant hazard to the public or environment through interference with an adopted emergency response or evacuation plan.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts from interference with an adopted emergency response or evacuation plan have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.



Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be



allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.

- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Cumulative Accidental Release and/or Routine Handling of Hazardous Materials. With implementation of mitigation, the Proposed Project and other related cumulative projects would not create a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials, or accident conditions involving the release of hazardous materials.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings



The potential cumulative impacts from accidental release and/or routine handling or hazardous materials have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

- HAZ-1 Prior to demolition activities, an asbestos survey shall be conducted by an Asbestos Hazard Emergency Response Act (AHERA) and California Division of Occupational Safety and Health (Cal/OSHA) certified building inspector to determine the presence or absence of asbestos containing-materials (ACMs). If ACMs are determined to be present, abatement of asbestos shall be completed prior to any activities that would disturb ACMs or create an airborne asbestos hazard. Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403. Asbestos wastes shall be handled and disposed of in accordance with the federal Toxic Substances Control Act (TSCA), 40 Code of Federal Regulations (CFR) 763, the Clean Air Act (NESHAP), and California Code of Regulations, Title 22, Division 4.5. Contractors performing ACM removal shall provide documentation of abatement activities to the Orange County Sanitation District.
- HAZ-2 If paint is separated from building materials (chemically or physically) during demolition of the structures, the paint waste shall be evaluated independently from the building material by an EPA certified Lead Inspector. If lead-based paint is found, abatement shall be completed by an EPA qualified Lead Abatement Specialist prior to any activities that would create lead dust or a fume hazard. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide documentation of abatement activities to the Orange County Sanitation District.
- HAZ-3 Prior to construction, a Soil Management Plan (SMP) shall be prepared and signed and stamped by a Professional Geologist or Engineer licensed in the State of California. The SMP shall be incorporated into project plans and specifications to be used by the contractor and the Orange County Sanitation District during construction activities. The SMP shall include guidelines for safety measures and soil management in the event that contaminated soils are to be disturbed, and for handling contaminated soil during any planned earthwork activities. Soil management practices could include the use of proper protective gear, waste profiling, landfill selection, and setting designated stockpiling location, among others. Additionally, the SMP shall include verification sampling for spoils/dredged material, soil import and export, as well as backfill to confirm that no hazardous materials are present. If hazardous materials are detected, the materials shall be properly disposed of in accordance with Federal and State requirements, such as the Resources Conservation and Recovery Act (RCRA) and Hazardous Materials Transportation Act (HMTA), among others. The SMP shall also include a decision framework and specific risk management measures for managing soil in a manner protective of human health and consistent with applicable regulatory requirements.



HAZ-4 If unknown wastes are discovered during construction that are believed to involve hazardous waste or materials, the contractor shall comply with the following:

- Immediately cease work in the vicinity of the suspected contaminant, and remove workers and the public from the area;
- Notify the Orange County Sanitation District;
- Secure the area as directed by the Orange County Sanitation District; and
- Notify the Orange County Health Care Agency's Hazardous Materials Division's Hazardous Waste/ Materials Coordinator (or other appropriate agency specified by the Director of Engineering). The Hazardous Waste/Materials Coordinator shall advise the responsible party of further actions that shall be taken, if required. Any and all further actions shall be taken in compliance with the directions of the Hazardous Waste / Materials Coordinator and Federal and State law.

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce



impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.

- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.



- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Cumulative Interference with an Adopted Emergency Response or Evacuation Plan. With implementation of mitigation, construction and operations of the Proposed Project and other related cumulative projects would not create a significant hazard to the public or environment through interference with an adopted emergency response or evacuation plan.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts from interference with an adopted emergency response or evacuation plan have been mitigated or substantially lessened to a level of less than significant by virtue of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency



access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.

- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversized loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.



- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

HYDROLOGY AND WATER QUALITY

The Project's potential hydrology and water quality impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.8, *Hydrology and Water Quality*, of the 2020 Recirculated EIR. These include short-term impacts to water quality and cumulative impacts.

Water Quality – Short-Term Impacts. With implementation of mitigation, grading, excavation, and construction activities associated with the Proposed Project would not impact water quality.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential short-term impacts to water quality have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

- HWQ-1 Prior to site disturbance activities and as part of the project's compliance with the National Pollutant Discharge Elimination System requirements, a Notice of Intent shall be prepared by the Orange County Sanitation District, or designee, and submitted to the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board, providing notification and intent to comply with the State of California Construction General Permit and the General Waste Discharge Requirements For Insignificant Threat Discharges to Surface Waters.
- HWQ-2 The proposed project shall conform to the requirements of an approved Storm Water Pollution Prevention Plan (to be applied for by the Orange County Sanitation District, or designee, prior to site disturbance) and the National Pollutant Discharge Elimination System Permit for General Construction Activities No. CAS000002, Order No. 2009-0009-DWQ (as amended by 2010-014-DWQ and 2012-006-DWQ), including implementation of all recommended best management practices (e.g., straw



bale barriers, sediment traps, wind erosion/dust control, silt fences, and filter berms), as approved by the State Water Resources Control Board.

- HWQ-3 Upon completion of project construction, the Orange County Sanitation District, or designee, shall submit a Notice of Termination to the State Water Resources Control Board to indicate that construction is completed.
- HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.

Cumulative Water Quality Impacts. With implementation of mitigation, grading, excavation, and construction activities associated with the Proposed Project and other related cumulative projects would not impact water quality.

Findings

- 1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
- 2. With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative short-term construction and cumulative long-term operational impacts to water quality have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

- HWQ-1 Prior to site disturbance activities and as part of the project's compliance with the National Pollutant Discharge Elimination System requirements, a Notice of Intent shall be prepared by the Orange County Sanitation District, or designee, and submitted to the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board, providing notification and intent to comply with the State of California Construction General Permit and the General Waste Discharge Requirements For Insignificant Threat Discharges to Surface Waters.
- HWQ-2 The proposed project shall conform to the requirements of an approved Storm Water Pollution Prevention Plan (to be applied for by the Orange County Sanitation District, or designee, prior to site disturbance) and the National Pollutant Discharge Elimination System Permit for General Construction Activities No. CAS000002, Order No. 2009-0009-DWQ (as amended by 2010-014-DWQ and 2012-006-DWQ), including implementation of all recommended best management practices (e.g., straw bale barriers, sediment traps, wind erosion/dust control, silt fences, and filter berms), as approved by the State Water Resources Control Board.



- HWQ-3 Upon completion of project construction, the Orange County Sanitation District, or designee, shall submit a Notice of Termination to the State Water Resources Control Board to indicate that construction is completed.
- HWQ-4 In compliance with the Federal Clean Water Act, the proposed project shall conform to the requirements of the Department of the Army permit(s) (to be applied for by the Orange County Sanitation District, or designee, for prior to site disturbance) from the U.S. Army Corps of Engineers Los Angeles District.

LAND USE AND RELEVANT PLANNING

The Project's potential land use and relevant planning impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.09, *Land Use*, of the 2020 Recirculated EIR. These include the California Coastal Act, local coastal programs, and coastal land use plan.

California Coastal Act. With implementation of mitigation, the Proposed Project would not conflict with the Coastal Act's planning and management policies.

Findings

- Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
- With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts from conflicting with the California Coastal Act have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

- TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:
- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.



- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited to, gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.



- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Local Coastal Program and Coastal Land Use Plan. With implementation of mitigation, the Proposed Project would not conflict with the policies provided in the City's Local Coastal Program and Coastal Land Use Plan.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts from conflict with the local Coastal Program and Coastal Land Use Plan have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent



feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.

- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible



for repairs. The repairs shall restore the damaged property to its original condition.

- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Cumulative Land Use and Relevant Planning Impact. With implementation of mitigation, the Proposed Project along with other nearby cumulative projects would not conflict with policies within applicable land use plan, policy or regulations adopted for the purpose of avoiding or mitigating an environmental effect.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts from the applicable land use plans have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

- TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:



- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.



- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

NOISE

The Project's potential noise impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.10, *Noise*, of the 2020 Recirculated EIR. These include short-term construction noise and cumulative impacts.

Short-Term Construction Noise Impacts. With implementation of mitigation, grading and construction within the area would not result in significant temporary noise impacts to nearby noise sensitive receivers.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts from short-term construction noise have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:



NOI-1 Prior to the initiation of construction, the Orange County Sanitation District shall confirm that the Grading Plan, Building Plans, and specifications stipulate that:

- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other State required noise attenuation devices.
- The Orange County Sanitation District shall provide a “Noise Disturbance Coordinator.” The Disturbance Coordinator shall be responsible for responding to any local complaints about construction noise. When a complaint is received, the Disturbance Coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall implement measures to resolve the complaint and comply with the City Noise Ordinance. The construction hotline telephone number shall be clearly posted on-site.
- Construction haul routes shall be designed to avoid noise sensitive uses (e.g., residences, schools, hospitals, etc.) to the greatest extent possible.
- During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers.
- Construction activities that produce noise shall not take place outside of the allowable hours specified by the City of Newport Beach Municipal Code, with the exception of the 24 hour per day operation of microtunneling (pursuant to Mitigation Measure NOI-2). Alternative work hours may be designated by the City to reduce other impacts, such as traffic.

NOI-2 Prior to issuance of Demolition or Building Permits, the Orange County Sanitation District, or designee, shall retain a qualified Acoustical Engineer, defined as an individual with a bachelor’s degree or above in acoustics, physics, or another closely related engineering discipline and demonstrated field experience, to prepare a Construction Noise Control Plan. The Construction Noise Control Plan shall identify the types, location, and duration of equipment to be used during project construction. Construction noise levels shall be quantified and estimated at the nearest sensitive uses (i.e., residences, schools, churches, recreation/park facilities, hospitals, libraries, etc.) within 1,000 feet of the project construction area. Based on proposed construction hours and equipment to be used, the Construction Noise Control Plan shall identify noise reduction measures to minimize construction noise levels at off-site sensitive uses, demonstrating compliance with the Newport Beach Municipal Code Chapter 10.26 and 10.28. Noise reduction measures may include the use of sound blankets, sound walls/barriers, noise shrouds, and/or limiting the use of heavy noise-emitting equipment to non-sensitive hours (during daytime work hours and not after 5:00 p.m., etc.). The noise reduction measures shall be included in the project engineering drawings and specifications, and/or contractor shop drawings for review by the City of Newport Beach Planning Division. All noise reduction measures identified in the



Construction Noise Control Plan approved by the City of Newport Beach shall be included in all project designs and construction plans for the project.

Cumulative Short-Term Construction Noise Impacts. With implementation of mitigation, grading and construction within the area would not result in cumulatively considerable short-term noise impacts to nearby noise sensitive receivers, following implementation of mitigation measures.

Findings

- 1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
- 2. With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts from short-term construction noise have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measures identified in the 2020 Recirculated EIR.

Mitigation Measure:

NOI-1 Prior to the initiation of construction, the Orange County Sanitation District shall confirm that the Grading Plan, Building Plans, and specifications stipulate that:

- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other State required noise attenuation devices.
- The Orange County Sanitation District shall provide a “Noise Disturbance Coordinator.” The Disturbance Coordinator shall be responsible for responding to any local complaints about construction noise. When a complaint is received, the Disturbance Coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall implement measures to resolve the complaint and comply with the City Noise Ordinance. The construction hotline telephone number shall be clearly posted on-site.
- Construction haul routes shall be designed to avoid noise sensitive uses (e.g., residences, schools, hospitals, etc.) to the greatest extent possible.
- During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers.
- Construction activities that produce noise shall not take place outside of the allowable hours specified by the City of Newport Beach Municipal Code, with the exception of the 24 hour per day operation of microtunneling (pursuant to



Mitigation Measure NOI-2). Alternative work hours may be designated by the City to reduce other impacts, such as traffic.

NOI-2 Prior to issuance of Demolition or Building Permits, the Orange County Sanitation District, or designee, shall retain a qualified Acoustical Engineer, defined as an individual with a bachelor's degree or above in acoustics, physics, or another closely related engineering discipline and demonstrated field experience, to prepare a Construction Noise Control Plan. The Construction Noise Control Plan shall identify the types, location, and duration of equipment to be used during project construction. Construction noise levels shall be quantified and estimated at the nearest sensitive uses (i.e., residences, schools, churches, recreation/park facilities, hospitals, libraries, etc.) within 1,000 feet of the project construction area. Based on proposed construction hours and equipment to be used, the Construction Noise Control Plan shall identify noise reduction measures to minimize construction noise levels at off-site sensitive uses, demonstrating compliance with the Newport Beach Municipal Code Chapter 10.26 and 10.28. Noise reduction measures may include the use of sound blankets, sound walls/barriers, noise shrouds, and/or limiting the use of heavy noise-emitting equipment to non-sensitive hours (during daytime work hours and not after 5:00 p.m., etc.). The noise reduction measures shall be included in the project engineering drawings and specifications, and/or contractor shop drawings for review by the City of Newport Beach Planning Division. All noise reduction measures identified in the Construction Noise Control Plan approved by the City of Newport Beach shall be included in all project designs and construction plans for the project.

TRANSPORTATION

The Project's potential transportation impacts that can be mitigated or are otherwise less than significant are discussed in Section 5.11, *Transportation/Traffic*, of the 2020 Recirculated EIR. These include impacts to public transit, bicycle, and pedestrian facilities; hazardous design features; emergency access; and cumulative impacts.

Roadway, Transit, Bicycle, and Pedestrian Facilities. With implementation of mitigation, Project construction would not adversely impact plans related to roadway, transit, bicycle, and pedestrian facilities.

Findings

- 1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
- 2. With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts from roadway, transit, bicycle, and pedestrian facilities have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.



Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.



- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Hazardous Design Features. The Project would not substantially increase hazards due to short-term construction activities within surrounding roadways.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*



Facts in Support of Findings

The potential impacts from hazardous design features have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the



Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.

- Hauling of oversized loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Emergency Access. With implementation of mitigation, implementation of the Project would not result in inadequate emergency access.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*



Facts in Support of Findings

The potential impacts to emergency access have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.
- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project



construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.

- Hauling of oversized loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.
- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Cumulative Roadway, Transit, Bicycle, and Pedestrian Facilities. With implementation of mitigation, implementation of the Proposed Project and other related cumulative projects would not conflict with adopted policies, plans, or programs regarding roadway, public transit, bicycle, and pedestrian facilities.

Findings



1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts from roadway, transit, bicycle, and pedestrian facilities have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
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- Identify any and all construction staging or material storage sites located outside of the project site.



- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
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- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
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- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).



Cumulative Hazardous Design Features. With implementation of mitigation, implementation of the Proposed Project and other related cumulative projects would not substantially increase hazards due to a proposed design feature.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts from hazardous design features have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
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- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce



impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.

- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
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- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.



- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

Cumulative Emergency Access. With implementation of mitigation, implementation of the Proposed Project and other related cumulative projects would not result in inadequate emergency access.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential cumulative impacts to emergency access have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

TRA-1 Prior to initiation of construction activities, engineering drawings and specifications, and/or contractor shop drawings shall be prepared by the Project Engineer, or designee, and submitted for review and approval by the Orange County Sanitation District, California Department of Transportation (Caltrans), and the City of Newport Beach Public Works Department. These documents shall, at a minimum, address the following:

- Traffic control protocols shall be specified for any lane closure, detour, or other disruption to traffic circulation, including bicycle and pedestrian trails. Disruption to traffic circulation shall be minimized to the greatest extent feasible. Bicycle and pedestrian trails shall remain open, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity.
- Bus stop access impacts shall be coordinated with, and approved by, the Orange County Transportation Authority.
- At least one week before any construction activities that would affect travel on nearby roadways, the construction contractor shall notify the City of Newport Beach Public Works Department and Caltrans, as applicable, of construction activities that could impede movement (such as lane closures) along roadways, to allow for planning temporary detours or identifying alternative emergency access routes where appropriate. Surrounding property owners shall also be notified of project activities through advanced mailings.



- Identify construction vehicle haul routes for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.) to the site; necessary traffic controls and detours; and a construction phasing plan for the project to reduce impacts to local streets and plan for traffic control signage and detours along identified haul routes to minimize impacts to existing traffic flow.
- Identify any and all construction staging or material storage sites located outside of the project site.
- Specify the hours during which hauling activities can occur and methods to mitigate construction-related impacts to adjacent streets such as traffic control barricades, cones, flaggers, and warning signs.
- Require the contractor to keep all haul routes clean and free of debris, including but not limited, to gravel and dirt resulting from project construction. The Contractor shall clean adjacent streets, as directed by the Orange County Sanitation District, of any project material which may have been spilled, tracked, or blown onto adjacent City of Newport Beach and Caltrans streets or areas.
- Hauling of oversize loads shall be allowed between the hours of 9:00 a.m. and 3:00 p.m. only, Monday through Friday. No hauling or transport shall be allowed during nighttime hours, weekends, or Federal holidays. Any oversized loads utilizing Coast Highway shall obtain a Caltrans permit for such activities.
- Use of local streets shall be prohibited, except when required to provide direct access to the project site and in compliance with the approved project haul routes.
- Haul trucks entering or exiting public streets shall yield to public traffic at all times.
- If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the contractor shall be fully responsible for repairs. The repairs shall restore the damaged property to its original condition.
- All construction-related staging of vehicles shall be kept out of the adjacent public roadways and shall occur on the project site or within additional off-street staging areas previously identified and arranged. Construction staging areas shall maintain public access to recreational activities.
- Construction-related lane closures would only occur between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. More or less restrictive closure hours may be prescribed by the City.
- Use of a construction flagperson (as deemed appropriate by the Orange County Sanitation District) to assist in maintaining efficient vehicle travel in both directions (particularly during peak travel hours) and use of construction



signage and safe detour routes for pedestrians and bicyclists when travel lanes and sidewalks along Coast Highway are affected.

- The engineering drawings and specifications shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD).

TRIBAL CULTURAL RESOURCES

The Project's potential tribal cultural resources impacts that can be mitigated or are otherwise less than significant are discussed in [Section 5.12, *Tribal Cultural Resources*](#), of the 2020 Recirculated EIR. These include impacts to tribal cultural resources and cumulative impacts.

Tribal Cultural Resources. With implementation of mitigation, the Proposed Project would not cause a significant impact to a tribal cultural resource.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*

Facts in Support of Findings

The potential impacts related to tribal cultural resources have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

CUL-1 Prior to ground-disturbing activities, Orange County Sanitation District (OCSD), or its designee, shall retain a qualified archaeologist who meets the requirements of the Secretary of the Interior's Standards to prepare an Archaeological Monitoring Protocol Plan for the project that is consistent with all applicable requirements of the City of Newport Beach Local Coastal Program (CLUP) and Coastal Development Permit (CDP) as determined by the City of Newport Beach. The Archaeological Monitoring Protocol Plan shall include, but is not limited to, the following:

- Identification of the project's area of potential effect;
- Training procedures regarding the Archaeological Monitoring Protocol Plan and the identification of potential archaeological resources. The training shall be open to Native American tribal representative(s), to assist the contractor's representative in identifying potential tribal cultural resources.
- Procedures to follow in the event that potential archaeological resources are discovered during construction activities, including, without limitation, halting



work in the area of the find and contacting the qualified archaeologist to evaluate the find.

- Procedures for proceeding with construction work after a significant find is inventoried, documented, and/or recovered.

OCSD, or designee, shall implement all recommended and required measures identified in the Archaeological Monitoring Protocol Plan approved by the City of Newport Beach.

If evidence of potential subsurface archaeological resources is found during ground disturbance/excavation activities, these activities shall cease within 50 feet of that area and the construction contractor shall contact OCSD. Construction activities shall be allowed to continue in other areas of the site. OCSD, or designee, shall then retain a qualified archaeologist to evaluate the discovery prior to resuming grading/construction activities in the immediate vicinity of the find. If warranted based on the archaeologist's evaluation of the find, the archaeologist shall collect the resource, and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of the significance (depth, nature, condition, and extent of the resource), identify final mitigation measures that OCSD or its designee shall incorporate into future construction plans, and provide cost estimates.

If the qualified archaeologist determines that the find is prehistoric or includes Native American materials, affiliated Native American groups shall be invited to contribute to the assessment and recovery of the resource, as applicable. The qualified archaeologist and any applicable Native American contacts shall collect the resource and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates.

Salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. Work within the area of discovery shall resume only after the resource has been appropriately inventoried, documented, and/or recovered, as detailed in the test-level report(s).

Cumulative Tribal Cultural Resource Impacts. With implementation of mitigation, the Proposed Project, combined with other related cumulative projects, would not cause a significant impact to a tribal cultural resource.

Findings

1. *Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the EIR.*
2. *With the incorporation of mitigation, the effects identified in the EIR have been determined not to be significant.*



Facts in Support of Findings

The potential cumulative impacts related to tribal cultural resources have been mitigated or substantially lessened to a level of less than significant with incorporation of the mitigation measure identified in the 2020 Recirculated EIR.

Mitigation Measure:

CUL-1 Prior to ground-disturbing activities, Orange County Sanitation District (OCSD), or its designee, shall retain a qualified archaeologist who meets the requirements of the Secretary of the Interior's Standards to prepare an Archaeological Monitoring Protocol Plan for the project that is consistent with all applicable requirements of the City of Newport Beach Local Coastal Program (CLUP) and Coastal Development Permit (CDP) as determined by the City of Newport Beach. The Archaeological Monitoring Protocol Plan shall include, but is not limited to, the following:

- Identification of the project's area of potential effect;
- Training procedures regarding the Archaeological Monitoring Protocol Plan and the identification of potential archaeological resources. The training shall be open to Native American tribal representative(s), to assist the contractor's representative in identifying potential tribal cultural resources.
- Procedures to follow in the event that potential archaeological resources are discovered during construction activities, including, without limitation, halting work in the area of the find and contacting the qualified archaeologist to evaluate the find.
- Procedures for proceeding with construction work after a significant find is inventoried, documented, and/or recovered.

OCSD, or designee, shall implement all recommended and required measures identified in the Archaeological Monitoring Protocol Plan approved by the City of Newport Beach.

If evidence of potential subsurface archaeological resources is found during ground disturbance/excavation activities, these activities shall cease within 50 feet of that area and the construction contractor shall contact OCSD. Construction activities shall be allowed to continue in other areas of the site. OCSD, or designee, shall then retain a qualified archaeologist to evaluate the discovery prior to resuming grading/construction activities in the immediate vicinity of the find. If warranted based on the archaeologist's evaluation of the find, the archaeologist shall collect the resource, and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of the significance (depth, nature, condition, and extent of the resource), identify final mitigation measures that OCSD or its designee shall incorporate into future construction plans, and provide cost estimates.



If the qualified archaeologist determines that the find is prehistoric or includes Native American materials, affiliated Native American groups shall be invited to contribute to the assessment and recovery of the resource, as applicable. The qualified archaeologist and any applicable Native American contacts shall collect the resource and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates.

Salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. Work within the area of discovery shall resume only after the resource has been appropriately inventoried, documented, and/or recovered, as detailed in the test-level report(s).

1.6 ENVIRONMENTAL EFFECTS WHICH REMAIN SIGNIFICANT AND UNAVOIDABLE AFTER MITIGATION AND FINDINGS

OCS&D, having reviewed and considered the information contained in the Final EIR, Technical Appendices, and the administrative record, finds that mitigation measures identified in the Final EIR would avoid or substantially lessen potential Project impacts and, therefore, Project implementation would not cause a significant unavoidable impact.

2.0 CERTIFICATION OF THE FINAL EIR

OCS&D declares that no new significant information as defined by the State *CEQA Guidelines*, Section 15088.5, has been received by OCS&D after circulation of the 2020 Recirculated EIR that would require recirculation.

OCS&D certifies the EIR based on the following findings and conclusions:

2.1 FINDINGS

The Proposed Project would not have the potential for creating significant adverse environmental impacts. It was determined that applicable mitigation measures would avoid or substantially lessen potential Project impacts, and that no significant unavoidable impacts would occur.

2.2 CONCLUSIONS

- All significant environmental impacts from the implementation of the Proposed Project have been identified in the EIR and, with implementation of the mitigation measures identified, would be mitigated to a level of insignificance.

Bay Bridge Pump Station Replacement, Project No. 5-67

Presented by:
Kathy Millea
Director of
Engineering
Operations
Committee
February 3, 2021

Adoption of CEQA



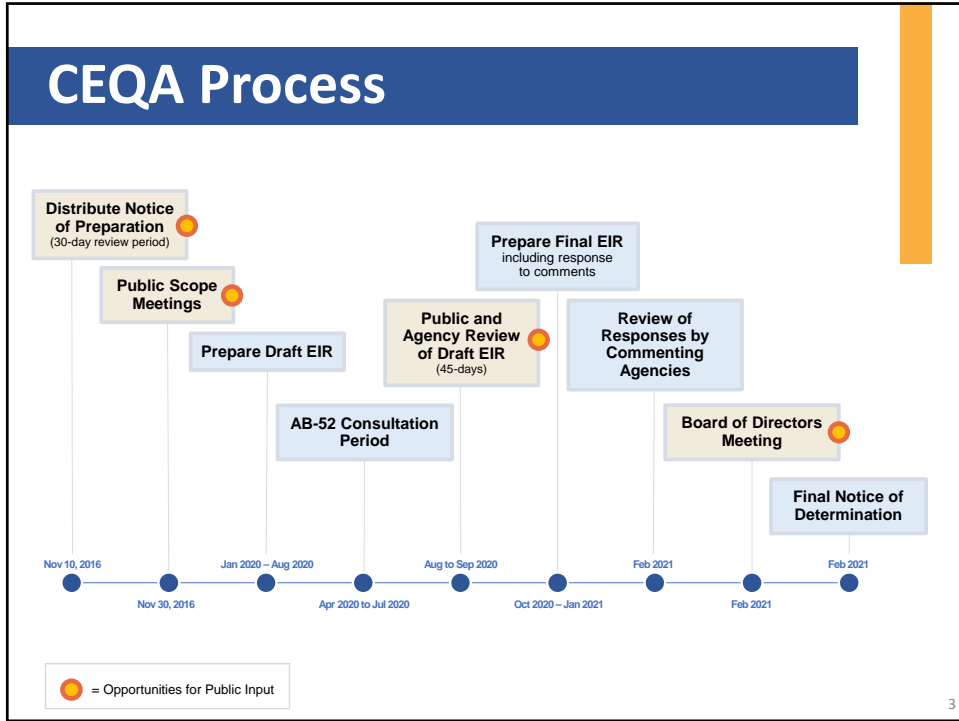
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Project Evaluated in EIR – City of Newport Beach



2

2



3

Summary of Draft EIR Public Comments

Agencies (6 total)














Organizations (6 total)

Individuals (2 total)

- Newport Beach Residents

4














Resources Analyzed in EIR

 AESTHETICS	 GEOLOGY AND SOILS	
 AIR QUALITY	 GREENHOUSE GAS EMISSIONS	 NOISE
 BIOLOGICAL RESOURCES	 HAZARDS AND HAZARDOUS MATERIALS	 TRANSPORTATION
 CULTURAL RESOURCES	 HYDROLOGY AND WATER QUALITY	 TRIBAL CULTURAL RESOURCES
 ENERGY	 LAND USE AND PLANNING	

5

5

Impacts Requiring Mitigation

 AESTHETICS	 GEOLOGY AND SOILS	
 AIR QUALITY	 GREENHOUSE GAS EMISSIONS	 NOISE
 BIOLOGICAL RESOURCES	 HAZARDS AND HAZARDOUS MATERIALS	 TRANSPORTATION
 CULTURAL RESOURCES	 HYDROLOGY AND WATER QUALITY	 TRIBAL CULTURAL RESOURCES
 ENERGY	 LAND USE AND PLANNING	

6

6

No Significant and Unavoidable Impacts

A grid of environmental impact categories is shown, with a large red prohibition sign (a circle with a diagonal slash) overlaid on the center. The categories include:

- AESTHETICS
- AIR QUALITY
- BIOLOGICAL RESOURCES
- CULTURAL RESOURCES
- ENERGY
- GREENHOUSE GAS EMISSIONS
- HAZARDOUS AND HAZARDOUS MATERIALS
- HYDROLOGY AND WATER QUALITY
- NOISE
- TRANSPORTATION
- TRIBAL CULTURAL RESOURCES
- LAND USE AND PLANNING

7

7

- Complete Preliminary Design
- Negotiations for Property
- Final Design and Construction

Project Next Steps

8

8

Recommended Action

- A. Consider, receive, and certify the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67, dated January 2021; and
- B. Adopt Resolution No. OC San 21-___, entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District Certifying the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67; Adopting a Mitigation Monitoring and Reporting Program; and Approving the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67."

9

9

Questions



10

10



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2021-1407

Agenda Date: 2/3/2021

Agenda Item No: 8.

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

SUBJECT:

ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Engineering Program Contract Performance Report for the period ending December 31, 2020.

BACKGROUND

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

The Engineering Program Contract Performance Report summarizes construction and consulting contract performance and activities for the quarter ending December 31, 2020. This report is updated quarterly.

ATTACHMENT

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

- Engineering Program Contract Performance Report for the period ending December 31, 2020

JM:dm

DATE: January 19, 2021

TO: Orange County Sanitation District
Board of Directors

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

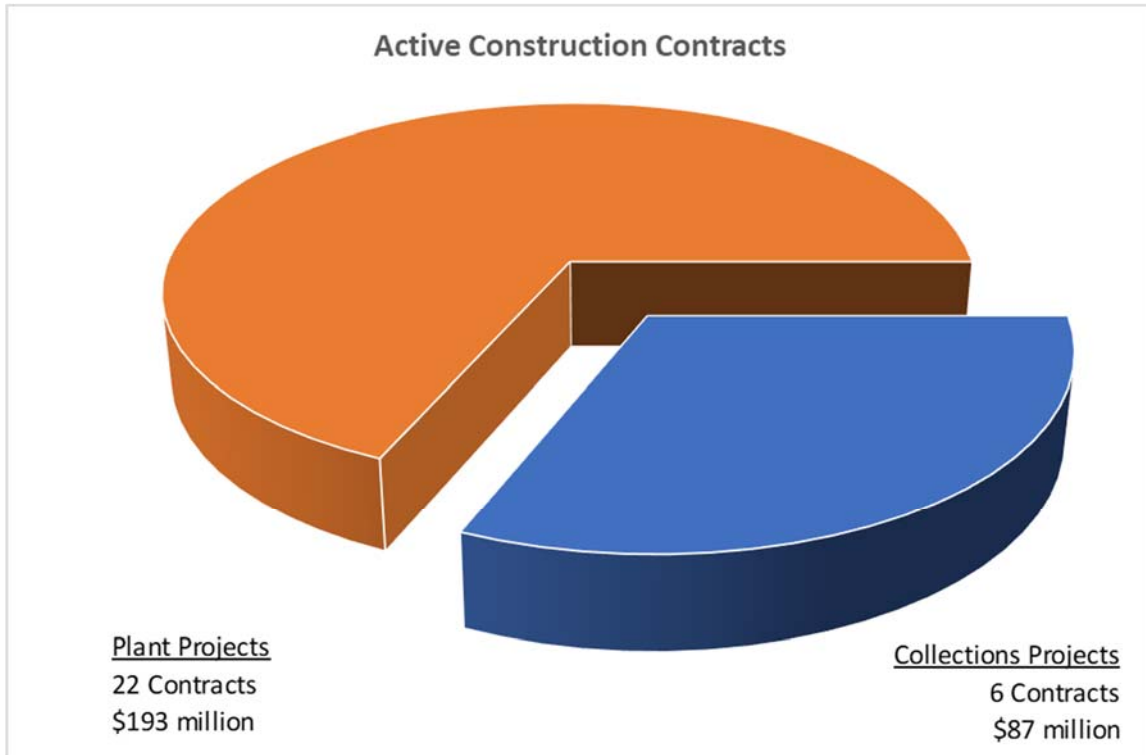
This report summarizes the status, activities, and performance of public works construction contracts and consultant agreements. This report also identifies the names and status of projects being performed under master budgets for planning studies, research, small construction projects, O&M capital projects,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

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Small Construction Projects Program Status Report	
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Operations and Maintenance Capital Program Status Report	
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PART 1 - CONSTRUCTION CONTRACTS

Table 1 lists the Board-awarded construction contracts active as of December 31, 2020. Table 2 lists active construction projects awarded by the General Manager, either because the contract value is within his signature authority, or because the work is being done under a task order with a \$300,000 limit. The graph below shows the number and total value of projects broken down plant and collections.



Three construction contracts were closed in this quarter, as listed in Table 3.

**Engineering Program Contract Performance Report
for Quarter Ending 12/31/2020**

Table 1 - Active Board-Awarded Construction Contracts as of 12/31/2020

Project / Contract	Contractor	Award Date	Board Award Amount	Change Orders	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
2-72 Newhope-Placentia Trunk Replacement									
2-72B Newhope-Placentia Trunk Replacement, Segment B	OHL USA, INC.	06/15/2018	\$58,242,000	\$2,577,220	\$60,819,220	6.5%	6.5%	4.4%	2.1%
3-62 Westminster Blvd Force Main Replacement									
3-62 Westminster Blvd Force Main Replacement	Teichert Energy & Utilities Group, Inc.	12/18/2019	\$27,743,000	\$188,603	\$27,931,603	10.0%	10.0%	0.7%	9.3%
J-117 Ocean Outfall System Rehabilitation									
J-117B Outfall Low Flow Pump Station	Shimmick Construction Co., Inc.	12/19/2018	\$90,200,000	\$268,064	\$90,468,064	8.0%	8.0%	0.3%	7.7%
J-126 Safety Improvements Program									
J-126C NFPA 820 HVAC and Electrical Improvements	MMC, Inc.	03/05/2019	\$469,000	\$0	\$469,000	10.0%	10.0%	0.0%	10.0%
J-126JK Stairs, Hatches, Walkway Hazards, Ladders, Guardrails, Roof Fall Protection	Olsson Construction, Inc.	10/24/2018	\$3,637,601	\$264,529	\$3,902,130	10.0%	10.0%	7.3%	2.7%
J-127 Natural Gas Pipelines Replacement at Plant Nos. 1 and 2									
J-127 Natural Gas Pipelines Replacement at Plant Nos. 1 and 2	Innovative Construction Solutions	07/22/2020	\$745,500	\$0	\$745,500	10.0%	10.0%	0.0%	10.0%
P2-92 Sludge Dewatering and Odor Control at Plant 2									
P2-92 Sludge Dewatering and Odor Control at Plant 2	Shimmick Construction Co., Inc.	01/12/2015	\$49,850,000	\$2,539,236	\$52,389,236	5.0%	6.0%	5.1%	0.9%
P2-98 Primary Treatment Rehabilitation at Plant No. 2									
P2-98B B/C-Side Primary Clarifiers Interim Repair at Plant 2	Myers & Sons Construction, LLC	01/23/2019	\$8,665,000	\$402,202	\$9,067,202	10.0%	10.0%	4.6%	5.4%
P1-128 Headquarters Complex									
P1-128C Headquarters Complex Site Preparation	Resource Environmental, Inc.	07/01/2020	\$1,555,000	\$0	\$1,555,000	10.0%	10.0%	0.0%	10.0%
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1									
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1	Abhe & Svoboda, Inc.	07/24/2019	\$6,863,092	\$68,360	\$6,931,452	10.0%	10.0%	1.0%	9.0%
P2-122 Headworks Modifications at Plant No. 2 for GWRS Final Expansion									
P2-122 Headworks Modifications at Plant No. 2 for GWRS Final Expansion	Shimmick Construction Co., Inc.	01/22/2020	\$14,487,735	\$37,844	\$14,525,579	10.0%	10.0%	0.3%	9.7%
P2-123 Return Activated Sludge Piping Replacement at Plant 2									
P2-123 Return Activated Sludge Piping Replacement at Plant 2	Shimmick Construction Co., Inc.	09/25/2019	\$6,042,110	\$62,446	\$6,104,556	10.0%	10.0%	1.0%	9.0%
M-FE Small Construction Projects Program									
FE18-11 Headworks Explosive Gas Monitoring Systems at Plant No. 1 and No. 2	Baker Electric	01/22/2020	\$223,984	\$0	\$223,984	10.0%	10.0%	0.0%	10.0%
FE18-14 Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	MMC, Inc.	12/16/2020	\$1,134,000	\$0	\$1,134,000	15.0%	15.0%	0.0%	15.0%
FE18-19 12KV Distribution B and East RAS Pump Station Roofing Replacement	O'Connell Engineering & Construction, Inc.	05/27/2020	\$674,800	\$0	\$674,800	10.0%	10.0%	0.0%	10.0%
M-SM-CAP Operations & Maintenance Capital Program									
SC17-03 CenGen Oil Filter Platform	Metro Builders & Engineers Group, Ltd.	12/04/2019	\$134,479	\$10,968	\$145,447	10.0%	10.0%	8.2%	1.8%
SC18-05 P1 Laboratory HVAC Boiler Burner Replacement At Plant No.1	ODC Engineering & Technology	11/20/2019	\$283,000	\$4,932	\$287,932	10.0%	10.0%	1.7%	8.3%
SC19-03 Return Activated Sludge Pump Station Elevator Rehabilitation at Plant No. 2	OTIS	12/16/2020	\$432,400	\$0	\$432,400	20.0%	20.0%	0.0%	20.0%

**Engineering Program Contract Performance Report
for Quarter Ending 12/31/2020**

Table 1 - Active Board-Awarded Construction Contracts as of 12/31/2020

Project / Contract	Contractor	Award Date	Board Award Amount	Change Orders	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
Operationally Funded Projects									
FE17-06 Tustin Ave Manhole and Pipe Repair	Nuline Technologies, LLC	10/24/2019	\$350,000	\$0	\$350,000	10.0%	30.0%	0.0%	30.0%
FRC-0004 Seal Beach Pump Station Isolation Valve Replacement	J.R. Filanc Construction Company, Inc.	12/16/2020	\$466,830	\$0	\$466,830	20.0%	20.0%	0.0%	20.0%
MP-105 P2 CENGEN Steam Turbine Rehabilitation	Dresser-Rand	03/25/2018	**\$484,220	\$0	\$484,220	20.0%	2.5%	0.0%	2.5%
MP-276 Central Generation Engine Overhauls at Plant No. 1 and Plant No. 2 (see MP-276 as part of SC)	UPS Midstream Services, Inc.	10/23/2019	\$5,636,335	\$16,400	\$5,652,735	20.0%	20.0%	0.3%	19.7%
MP-305 Cengen Supply Air Fan Support Replacement at Plant No. 2	J.R. Filanc Construction Company, Inc.	12/16/2020	\$297,000	\$0	\$297,000	15.0%	15.0%	0.0%	15.0%
MP-638 Activated Sludge Plant Clarifier Inlet Gate Replacement at Plant No. 2	Innovative Construction Solutions	12/18/2019	\$658,300	\$0	\$658,300	10.0%	10.0%	0.0%	10.0%
Total			\$279,275,386	\$6,440,804	\$285,716,190				

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

**Engineering Program Contract Performance Report
for Quarter Ending 12/31/2020**

Table 2 - Active GM-Awarded Construction Contracts as of 12/31/2020

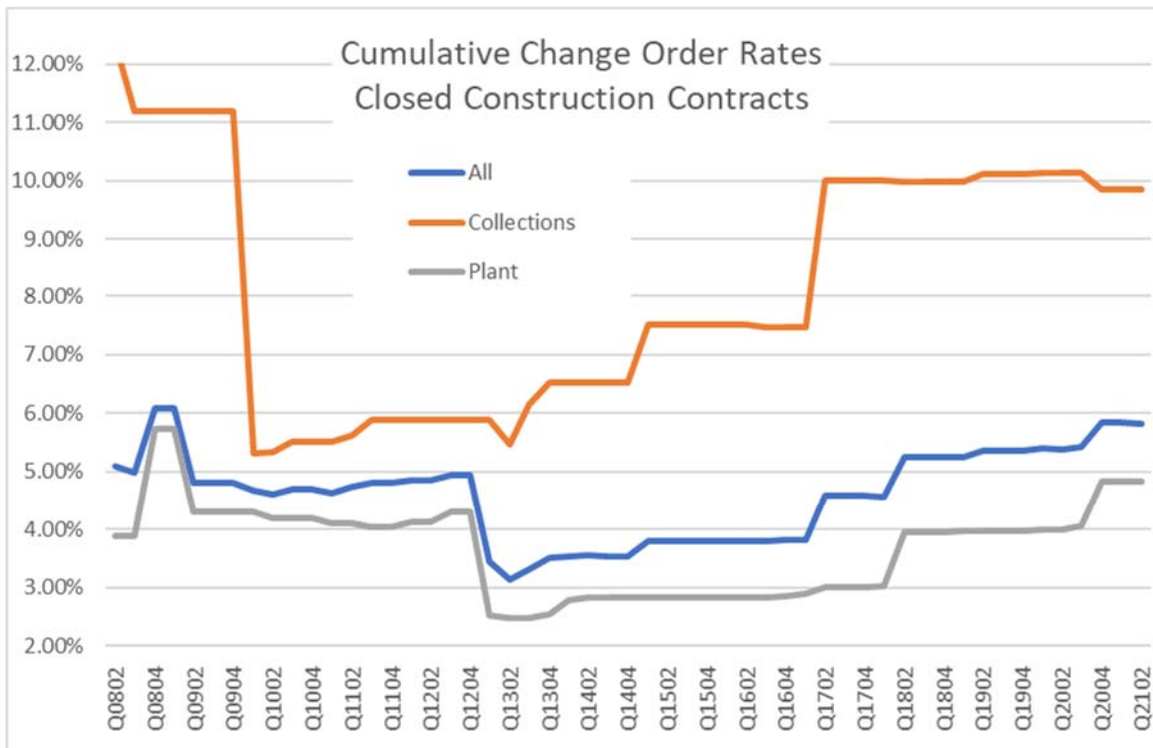
Project / Contract	Contractor	Award Date	Original Award Amount	Change Orders	Current Contract Amount	Change Order Rate
M-FE Small Construction Projects Program						
FE19-09 Newhope - Placentia Trunk Grade Separation Replacement Repairs	Charles King Company, Inc.	09/21/2020	\$298,850	\$0	\$298,850	0.0%
Operationally Funded Projects						
FR1-0009 Laboratory Building HVAC Repair at Plant No 1	Aquis Solutions	10/22/2020	\$89,000	\$0	\$89,000	0.0%
FR2-0019 Digester O Repairs at Plant No. 2	Jamison Engineering	08/28/2020	\$131,000	\$0	\$131,000	0.0%
FRC-0006 480V Feeder Replacement at the Rocky Point Pump Station	Charles King Company, Inc.	06/24/2020	\$90,700	\$0	\$90,700	0.0%
Total			\$609,550	\$0	\$609,550	

**Engineering Program Contract Performance Report
for Quarter Ending 12/31/2020**

Table 3 - Construction Contracts Closed in Last Quarter

Project / Contract	Contractor	Date Closed	Award Date	Board Award Amount	Change Orders	Final Contract Amount	Original Contingency	Current Contingency	Contingency Used	Unused Contingency
M-FE Small Construction Projects Program										
FE18-17 Trunkline Sampler Power Feed at Plant No 2	M. Brey Electric, Inc.	12/4/2020	03/25/2020	\$101,050	\$0	\$101,050	20.0%	20.0%	0.0%	20.0%
M-FR-880 Master Operationally Funded										
MP-248 P2 Secondary Clarifier Repairs (AS Plant)	W. M. Lyles Company	12/4/2020	06/26/2019	\$3,048,000	\$52,189	\$3,100,189	10.0%	10.0%	1.7%	8.3%
MP-509 P2 Headworks Low Voltage Cable Assessment	Mass Electric Construction Co.	12/4/2020	12/18/2019	\$434,327	\$59,484	\$493,811	20.0%	20.0%	13.7%	6.3%
Total				\$3,583,377	\$111,673	\$3,695,050				

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



PART 2 – ENGINEERING SERVICES AGREEMENTS

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

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

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

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

A status table for all Active Engineering Services Agreements (PDSAs and PCSAs) is attached under Table 4, and a status table for all Active Task Orders by Master Agreement is attached under Table 5 (Master Agreements).

**Engineering Program Contract Performance Report
for Quarter Ending 12/31/2020**

Table 4 - Active Engineering Services Agreements as of 12/31/2020

Project / Contract	Type	Consultant	Award Date	Board Award Amount	Amendments	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
2-72 Newhope-Placentia Trunk Replacement										
2-72 Newhope-Placentia Trunk Replacement	PCSA	Lee & Ro	03/23/2016	\$3,253,946	\$0	\$3,253,946	10.0%	10.0%	0.0%	10.0%
3-62 Westminster Blvd Force Main Replacement										
3-62 Westminster Blvd Force Main Replacement	PCSA	Stantec Consulting Services, Inc.	12/18/2019	\$1,183,000	\$0	\$1,183,000	10.0%	10.0%	0.0%	10.0%
3-64 Rehabilitation of Western Regional Sewers										
3-64 Rehabilitation of Western Regional Sewers	PDSA	AECOM Technical Services, Inc.	01/27/2016	\$17,639,250	\$1,088,654	\$18,727,904	10.0%	10.0%	6.2%	3.8%
3-67 Seal Beach Pump Station Replacement										
3-67 Seal Beach Pump Station Replacement	PDSA	Lee & Ro	11/20/2019	\$5,947,850	\$0	\$5,947,850	10.0%	10.0%	0.0%	10.0%
5-67 Bay Bridge Pump Station Replacement										
5-67 Bay Bridge Pump Station Replacement	PDSA	Arcadis US Inc.	10/25/2017	\$7,137,000	\$1,750,315	\$8,887,315	10.0%	35.0%	24.5%	10.5%
5-68 Newport Beach Pump Station Pressurization Improvements										
5-68 Newport Beach Pump Station Pressurization Improvements	PDSA	Dudek	05/06/2020	\$542,988	\$0	\$542,988	10.0%	10.0%	0.0%	10.0%
7-65 Gisler - Red Hill Interceptor Rehabilitation										
7-65 Gisler - Red Hill Interceptor Rehabilitation	PDSA	CDM Smith Inc.	09/23/2020	\$1,754,000	\$0	\$1,754,000	10.0%	10.0%	0.0%	10.0%
7-66 Sunflower and Red Hill Interceptor Repairs										
7-66 Sunflower and Red Hill Interceptor Repairs	PDSA	GHD	09/25/2019	\$308,712	\$14,548	\$323,260	10.0%	10.0%	4.7%	5.3%
J-117 Ocean Outfall System Rehabilitation										
J-117B Outfall Low Flow Pump Station	PCSA	Brown and Caldwell	12/19/2018	\$8,563,913	\$346,857	\$8,910,770	10.0%	10.0%	4.1%	5.9%
J-124 Digester Gas Facilities Replacement										
J-124 Digester Gas Facilities Replacement	PDSA	Brown and Caldwell	11/15/2017	\$11,770,000	-\$36,411	\$11,733,589	10.0%	10.0%	0.0%	10.0%
J-126 Safety Improvements Program										
J-126 Safety Improvements Program	PDSA	Arcadis	08/29/2016	**\$3,040,000	\$0	\$3,040,000	10.0%	10.0%	0.0%	10.0%
J-98 Electrical Power Distribution System Improvements										
J-98 Electrical Power Distribution System Improvements	PDSA	Brown and Caldwell	01/29/2020	\$2,240,000	\$0	\$2,240,000	10.0%	10.0%	0.0%	10.0%
J-98 Electrical Power Distribution System Improvements	PSA	SEL Engineering Services, Inc.	02/26/2020	\$1,296,878	\$0	\$1,296,878	10.0%	10.0%	0.0%	10.0%
M-RESEARCH - Research Program										
RE17-02 Biogas Scrubber Evaluation	PSA	Carollo Engineers, Inc.	04/21/2017	\$656,783	\$63,097	\$719,880	15.0%	15.0%	9.6%	5.4%
M-STUDIES Planning Studies Program										
PS15-02 Edinger Pump Station Rehabilitation Study	PSA	Lockwood, Andrews & Newman, Inc.	11/09/2017	\$505,042	\$0	\$505,042	10.0%	10.0%	0.0%	10.0%
PS15-08 Collections Capacity Evaluation Study	PSA	RMC Water & Environment	08/24/2016	\$2,802,675	\$19,372	\$2,822,047	10.0%	10.0%	0.7%	9.3%
PS17-03 Active Fault Location Study at Plant No. 2	PSA	Lettis Consultants International, Inc.	03/06/2019	\$868,286	\$0	\$868,286	10.0%	10.0%	0.0%	10.0%
PS17-08 CEQA - Facilities Master Plan	PSA	Dudek	02/27/2019	\$812,709	\$0	\$812,709	10.0%	10.0%	0.0%	10.0%
PS18-09 Ocean Outfall Condition Assessment and Scoping Study	PSA	Carollo Engineers, Inc.	03/25/2020	\$2,744,000	\$0	\$2,744,000	10.0%	10.0%	0.0%	10.0%
P1-101 Sludge Dewatering and Odor Control at Plant 1										
P1-101 Sludge Dewatering and Odor Control at Plant 1	PCSA	HDR Engineering, Inc.	06/28/2012	\$7,140,000	\$2,453,653	\$9,593,653	8.0%	35.0%	34.4%	0.6%
P1-105 Headworks Rehabilitation at Plant 1										
P1-105 Headworks Rehabilitation at Plant 1	PDSA	Carollo Engineers, Inc.	05/27/2015	\$17,528,957	\$7,902,304	\$25,431,261	10.0%	51.0%	45.1%	5.9%
P1-115 Title 24 Access Compliance and Building Rehabilitation Project										
P1-115 Title 24 Access Compliance and Building Rehabilitation Project	PCSA	Austin Building & Design Inc.	01/02/2014	\$606,622	\$0	\$606,622	10.0%	10.0%	0.0%	10.0%
P1-128 Headquarters Complex										
P1-128 Headquarters Complex	PDSA	HDR Engineering, Inc.	06/22/2016	\$11,785,709	\$1,114,053	\$12,899,762	10.0%	10.0%	9.5%	0.5%
P1-128 Headquarters Complex	PSA	LSA Associates, Inc.	08/11/2016	\$420,927	\$0	\$420,927	10.0%	10.0%	0.0%	10.0%
P1-128C Headquarters Complex Site Preparation	PCSA	HDR Engineering, Inc.	07/01/2020	\$178,000	\$0	\$178,000	10.0%	10.0%	0.0%	10.0%
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1										
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1	PCSA	AECOM Technical Services, Inc.	07/24/2019	\$140,000	\$0	\$140,000	10.0%	10.0%	0.0%	10.0%
P1-132 Uninterruptable Power Supply Improvements at Plant 1										
P1-132 Uninterruptable Power Supply Improvements at Plant 1	PDSA	Tetra Tech, Inc.	10/23/2019	\$784,680	\$0	\$784,680	10.0%	10.0%	0.0%	10.0%

**Engineering Program Contract Performance Report
for Quarter Ending 12/31/2020**

Table 4 - Active Engineering Services Agreements as of 12/31/2020

Project / Contract	Type	Consultant	Award Date	Board Award Amount	Amendments	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
P1-133 Primary Sedimentation Basins No. 6-31 Reliability Improvements at Plant No. 1										
P1-133 Primary Sedimentation Basins No. 6-31 Reliability Improvements at Plant No. 1	PDSA	Carollo Engineers, Inc.	09/25/2019	\$1,219,667	\$0	\$1,219,667	10.0%	10.0%	0.0%	10.0%
P2-92 Sludge Dewatering and Odor Control at Plant 2										
P2-92 Sludge Dewatering and Odor Control at Plant 2	PCSA	Brown and Caldwell	12/17/2014	\$4,798,328	\$0	\$4,798,328	10.0%	10.0%	0.0%	10.0%
P2-98 Primary Treatment Rehabilitation at Plant No. 2										
P2-98 Primary Treatment Rehabilitation at Plant No. 2	PDSA	Black & Veatch	07/27/2016	\$18,141,423	\$1,514,540	\$19,655,963	10.0%	10.0%	8.3%	1.7%
P2-98B B/C-Side Primary Clarifiers Interim Repair at Plant 2	PCSA	Black & Veatch	01/23/2019	\$549,534	\$0	\$549,534	10.0%	10.0%	0.0%	10.0%
P2-110 Consolidated Demolition and Utility Improvements at Plant 2										
P2-110 Consolidated Demolition and Utility Improvements at Plant 2	PCSA	Stantec Consulting Services, Inc.	01/25/2017	\$1,499,839	\$0	\$1,499,839	10.0%	10.0%	0.0%	10.0%
P2-122 Headworks Modifications at Plant No. 2 for GWRS Final Expansion										
P2-122 Headworks Modifications at Plant No. 2 for GWRS Final Expansion	PCSA	CDM Smith Inc.	01/15/2020	\$2,200,000	\$0	\$2,200,000	10.0%	10.0%	0.0%	10.0%
P2-123 Return Activated Sludge Piping Replacement at Plant 2										
P2-123 Return Activated Sludge Piping Replacement at Plant 2	PCSA	SPEC Services, Inc.	09/25/2019	\$252,329	\$0	\$252,329	10.0%	10.0%	0.0%	10.0%
P2-124 Interim Food Waste Receiving Facility										
P2-124 Interim Food Waste Receiving Facility	PDSA	Kennedy/Jenks Consultants	09/05/2018	\$695,000	\$31,168	\$726,168	10.0%	10.0%	4.5%	5.5%
P2-126 Warehouse, Electrical Substation and 12kV Service Center Replacement at Plant No. 2										
P2-126 Warehouse, Electrical Substation and 12kV Service Center Replacement at Plant No. 2	PDSA	Stantec Consulting Services, Inc.	11/18/2020	\$4,876,455	\$0	\$4,876,455	10.0%	10.0%	0.0%	10.0%
P2-128 TPAD Digester Facility at Plant 2										
P2-128 TPAD Digester Facility at Plant 2	PDSA	Brown and Caldwell	06/23/2020	\$39,300,000	\$0	\$39,300,000	10.0%	10.0%	0.0%	10.0%
SP-152 Climate Resiliency Study										
SP-152 Climate Resiliency Study	PSA	Hazen and Sawyer	11/28/2018	\$697,952	\$64,199	\$762,151	10.0%	10.0%	9.2%	0.8%
SP-196 Process Control Systems Upgrades Study										
SP-196 Process Control Systems Upgrades Study	PSA	Stantec Consulting Services, Inc.	03/01/2018	\$1,389,866	\$108,966	\$1,498,832	10.0%	10.0%	7.8%	2.2%
Operationally Funded Projects										
FR1-0007 Control Center Offices and Day Training Room Remodeling at Plant No. 1 (GM Awarded)	PSA	AECOM Technical Services, Inc.	01/15/2020	\$81,351	\$0	\$81,351	0.0%	0.0%	0.0%	0.0%
Total				\$187,353,671	\$16,435,315	\$203,788,986				

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

**Engineering Program Contract Performance Report
for Quarter Ending 12/31/2020**

Table 5 - Active Task Orders by Master Agreement as of 12/31/2020

Master Agreement / Project	Consultant	Award Date	Original Task Order Value	Amendments	Current Task Order Value	
2012 Master Professional Design Service Agreements (Expired)						
FE10-21 Area 02 Craig Regional Park Manhole Improvements	GHD	10/8/2012	\$58,440	\$41,560	\$100,000	
2015 Master Professional Design Service Agreements (Expired)						
FE14-05 Plant No. 1 Fleet Services UST Leak Remediation	Dudek	9/1/2015	\$86,116	\$73,137	\$159,253	
2017 Master Agreements for Wastewater Treatment Planning Studies						
PS18-11 ETAP Model Updates for Plant Nos 1 and 2	Brown and Caldwell	3/17/2020	\$227,412	\$0	\$227,412	
PS19-03 Laboratory Rehabilitation Feasibility Study	HDR Engineering, Inc.	10/20/2020	\$274,888	\$0	\$274,888	
2018 Master Professional Design Service Agreements						
FR2-0013 Tricking Filter Sludge Pump Room Exhaust Fan Relocation at Plant No. 2	AECOM	11/6/2019	\$75,120	\$0	\$75,120	
FE19-02 Cengen Plant Water Pipe Replacement at Plant No. 1	AECOM	04/30/2020	\$156,498	\$0	\$156,498	
FE19-11 Primary Clarifiers Nos. 6-31 Lighting and Alarm Improvements at Plant No. 1	AECOM	9/15/2020	\$226,685	\$0	\$226,685	
J-127 Natural Gas Pipelines Replacement at Plant Nos. 1 and 2	Black & Veatch	1/21/2019	\$271,964	\$15,162	\$287,126	
FE19-03 Tricking Filter Sludge and Scum Pumps Replacement at Plant No. 1	Black & Veatch	9/1/2020	\$244,728	\$0	\$244,728	
FE18-14 Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	Dudek	11/6/2019	\$108,308	\$0	\$108,308	
P1-135 Digester Ferric Chloride Piping Replacement at Plant No. 1	Dudek	2/19/2020	\$127,174	\$0	\$127,174	
FE18-16 Truck Loading Basement Drain Modifications at Plant No. 1	GHD, Inc.	12/4/2019	\$70,130	\$18,365	\$88,495	
FE18-13 Redhill Relief Sewer Relocation at State Route 55	GHD, Inc.	3/27/2020	\$168,612	\$54,883	\$223,495	
FE18-19 12KV Distribution Center B and East RAS Pump Station Roof Replacement	HDR Engineering, Inc.	09/16/2019	\$74,771	\$8,672	\$83,443	
FE18-20 Blower Building No. 1 Air Compressors at Plant No. 1	HDR Engineering, Inc.	8/18/2020	\$243,954	\$0	\$243,954	
FE18-15 Plant Boiler System Relief at Plant No. 2	IDS Group, Inc.	10/22/2019	\$23,299	\$0	\$23,299	
FE18-06 CenGen Instrument Air Compressors Replacement at Plant No. 1 and No. 2	IDS Group, Inc.	04/28/2020	\$89,876	\$0	\$89,876	
FE19-06 EPSA Motor Cooling Improvements at Plant No. 2	IDS Group, Inc.	05/05/2020	\$88,206	\$0	\$88,206	
2020 Master Agreements for On-Call Planning Studies						
No Task Orders Issued to Date	--	--	--	--	--	
			Total	\$2,616,181	\$211,779	\$2,827,960

PART 3 – MASTER BUDGET PROJECTS

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

Master Program Title	Status Table
Planning Studies Program	Table 6
Research Program	Table 7
Small Construction Projects Program	Table 8
Information Technology Capital Program	Table 9
Operations & Maintenance Capital Program	Table 10

**Engineering Program Contract Performance Report
for Quarter Ending 12/31/2020
Table 6 - Planning Studies Status Report**

Project Number	Project Name	Status	Allocated Budget
PS15-02	Edinger Pump Station Rehabilitation Study	Active	\$ 971,000
PS15-06	Seismic Evaluation of Structures at Plant Nos. 1 and 2	Closed	\$ 2,899,178
PS15-08	Collections Capacity Evaluation Study	Active	\$ 3,682,000
PS15-10	2017 Facilities Master Plan	Closed	\$ 3,820,824
PS16-01	Stormwater Master Plan	Closed	\$ 1,046,276
PS16-02	SCE Feed Reliability Improvements Study	Active	\$ 293,000
PS17-03	Active Fault Location Study at Plant No. 2	Active	\$ 1,300,000
PS17-08	CEQA - Facilities Master Plan	Active	\$ 1,247,000
PS17-10	Emergency Overflow Weirs, Wing Wall Structural and Geotechnical Investigations	Closed	\$ 382,598
PS18-01	Asset Management Plan Development	Closed	\$ 331,035
PS18-05	Plant No. 2 Future Site Plan Development	Closed	\$ 149,648
PS18-06	Go/No-Go Lights and Signage	Active	\$ 495,000
PS18-09	Ocean Outfall Condition Assessment and Scoping Study	Active	\$ 3,340,000
PS18-11	ETAP Model Updates for Plant Nos 1 and 2	Active	\$ 553,000
PS19-01	Digester 6 Pipe Stress Analysis at Plant No. 1	Closed	\$ 13,762
PS19-02	Circular Primary Clarifier Replacement Phasing Study at Plant No 1	Closed	\$ 43,269
PS19-03	Laboratory Rehabilitation Feasibility Study	Active	\$ 450,000
PS19-04	Chemical Evaluation Study at Plant No 1 and 2	Closed	\$ 977
PS20-01	O&M Complex and Collections Yard Relocation at Plant No. 2	Active	\$ 375,000
PS20-02	Collection System Flow Level Monitoring Study	Active	\$ 575,000
PS20-03	Truck Loading Bay Odor Control Improvements Study at Plant No. 2	Active	\$ 200,000
Grand Total			\$ 22,168,567
Number of Chartered Projects			21
Board Approved Program Budget			\$ 28,652,000
Remaining Unallocated Budget			\$ 6,483,433

**Engineering Program Contract Performance Report
for Quarter Ending 12/31/2020
Table 7 - Research Program Status Report**

Project Number	Project Name	Status	Allocated Budget
RE17-01	Operational Research Technical Support FY18-19	Closed	\$ 656,506
RE17-02	Biogas Scrubber Evaluation	Active	\$ 865,000
RE17-03	Reliant Wet Well Wizard Test	Closed	\$ 45,013
RE17-04	AquaNereda Aerobic Granular Sludge Process	Closed	\$ 19,628
RE17-05	Organica FCR Process	Closed	\$ 15,564
RE17-06	TWAS Pump Reliability Improvement Trials at Plant No. 2	Closed	\$ 10,159
RE17-07	Super Oxygenation System Research at Seal Beach Pump Station	Closed	\$ 80,000
RE18-01	Trickling Filter Bleach Test at Plant No. 1	Closed	\$ 109,068
RE18-02	Protein Matrix Demonstration Study at Plant No 1	Closed	\$ 346,843
RE19-01	Primary Scum Equipment Evaluation at Plant No. 1	Active	\$ 31,000
RE20-01	Co-Thickened Sludge Density Meter Trial at Plant No. 1	Active	\$ 121,000
RE20-04	Holding Digester 6 Solids Shredder Study at Plant No. 1	Active	\$ 95,000
RE20-05	UCI PFAS Study	Active	\$ 50,000
Grand Total			\$ 2,444,781
Number of Chartered Projects			15
Board Approved Program Budget			\$ 8,500,000
Remaining Unallocated Budget			\$ 6,055,219

**Engineering Program Contract Performance Report
for Quarter Ending 12/31/2020**

Table 8 - Small Construction Projects Program Status Report

Project Number	Project Name	Status	Allocated Budget
FE10-21	Area 02 Craig Regional Park Manhole Improvements	Active	\$ 1,359,000
FE14-05	Plant No. 1 Fleet Services UST Leak Remediation	Active	\$ 1,487,311
FE15-07	Secondary Treatment and Plant Water VFD Replacement at Plant 1	Active	\$ 3,319,600
FE15-10	East Lido Force Main Rehabilitation	Active	\$ 2,228,000
FE16-06	Fuel Cell Facilities Demolition	Closed	\$ 977,972
FE16-10	East Basin Distribution Box Repair	Closed	\$ 1,013,850
FE16-11	Lane Channel Crossing	Closed	\$ 328,023
FE16-14	Slater Pump Station Valve Replacements	Closed	\$ 946,940
FE17-01	Carbon Canyon Pipeline Sag Repairs	Active	\$ 873,000
FE17-03	Battery Storage System at Plant No. 1	Active	\$ 612,000
FE17-05	Plant 1 ICS Network Extension	Active	\$ 950,000
FE18-06	CenGen Instrument Air Compressors Replacement at Plant No. 1	Active	\$ 1,450,000
FE18-08	West Trunk Bypass Sewer Realignment	Active	\$ 158,000
FE18-11	Headworks Explosive Gas Monitoring Systems at Plant No. 1 and No. 2	Active	\$ 470,000
FE18-12	Erosion Control at Santa Ana River and Hamilton Ave	Active	\$ 245,000
FE18-13	Redhill Relief Sewer Relocation at State Route 55	Active	\$ 2,840,000
FE18-14	Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	Active	\$ 1,895,000
FE18-15	Plant Boiler System Relief at Plant No. 2	Active	\$ 310,000
FE18-16	Truck Loading Basement Drain Modifications at Plant No. 1	Active	\$ 440,000
FE18-17	Trunkline Sampler Power Feed at Plant No 2	Active	\$ 215,000
FE18-18	Portable Generator Connector at Lido Pump Station	Closed	\$ 116,166
FE18-19	12KV Distribution B and East RAS Pump Station Roofing Replacement	Active	\$ 1,188,000
FE18-20	Blower Building No. 1 Air Compressors at Plant No. 1	Active	\$ 1,200,000
FE19-01	Pump Station Portable Generator Connectors	Active	\$ 1,990,000
FE19-02	Cengen Plant Water Pipe Replacement at Plant No. 1	Active	\$ 2,250,000
FE19-03	Trickling Filter Sludge and Scum Pumps Replacement at Plant No. 1	Active	\$ 1,100,000
FE19-04	Sunflower Pump Replacement at Plant No. 1	Active	\$ 6,300,000
FE19-05	Engineering Trailer B Car Chargers at Plant No. 1	Active	\$ 12,000
FE19-06	EPSA Motor Cooling Improvements at Plant No. 2	Active	\$ 550,000
FE19-08	Secondary Treatment VFD Replacements at Plant No. 2	Active	\$ 3,337,000
FE19-09	Newhope - Placentia Trunk Grade Separation Replacement Repairs	Active	\$ 500,000
FE19-10	Digesters C, D, F, G and I Gas Balance Lines Replacement at Plant No. 2	Active	\$ 200,000
FE19-11	Primary Clarifiers Nos. 6-31 Lighting and Alarm Improvements at Plant No. 1	Active	\$ 1,250,000
FE19-12	Rebuild Shop Fume Extractor Installation at Plant No 1	Active	\$ 325,000
FE19-13	VFD Replacements at Seal Beach Pump Station	Active	\$ 690,000
FE20-01	Wastehauler Station Safety and Security Improvements	Active	\$ 830,000
FE20-02	Digester C, D, F, and G Mechanical Rehabilitation at Plant No. 2	Active	\$ 2,800,000
FE20-03	Return Activated Sludge Discharge Piping Replacement at Activated Sludge Plant No. 1	Active	\$ 4,250,000
FE20-04	Cengen Cooling Water Pipe Replacement at Plant No. 2	Active	\$ 3,500,000
FE20-05	Plant Water Piping Replacement at Secondary Clarifiers 1-26 at Plant No. 1	Active	\$ 1,545,000
FE20-06	Thickening and Dewatering Building Pipe Support Improvements at Plant No. 1	Active	\$ 621,000
FE20-07	Santa Ana Trunk Rehabilitation at Plant No. 1	Active	\$ 1,240,000
Grand Total			\$ 57,912,862
Number of Chartered Projects			42
Board Approved Program Budget			\$ 65,000,000
Remaining Unallocated Budget			\$ 7,087,138

**Engineering Program Contract Performance Report
for Quarter Ending 12/31/2020**

Table 9 - Information Technology Capital Program Status Report

Project Number	Project Name	Status	Allocated Budget
IT16-09	iPACS Enhancements	Active	\$ 85,000
IT16-10	LIMS Compliance Improv Project	Closed	\$ 754,800
IT16-11	Business Continuity Plan	Active	\$ 140,000
IT17-06	Printer Obsolescence	Active	\$ 350,000
IT17-07	Safety Management Suite	Active	\$ 106,000
IT17-10	Electronic Operator Round Form	Active	\$ 45,000
IT17-12	Sever/Network Power Improvements	Active	\$ 90,000
IT17-14	Specialized Application Programing & Support	Active	\$ 600,000
IT18-03	Timecard Systems Upgrade	Active	\$ 150,000
IT18-04	Conference Rooms Audio System Replacement	Closed	\$ 90,000
IT18-05	Trusted System Document Management	Active	\$ 100,000
IT18-06	Server Replacement and Obsolescence FY18/19-19/20	Closed	\$ 900,000
IT18-07	Network Equipment FY18/19-19/20	Closed	\$ 850,000
IT18-09	Records Management Information System	Active	\$ 150,000
IT18-10	Board Services Management System	Active	\$ 60,000
IT18-11	IT Security Budget 2018-2019	Closed	\$ 150,000
IT19-01	IT Safety VPP Systems (IT19-01)	Active	\$ 210,000
IT19-02	IT Enterprise Replication (IT19-02)	Active	\$ 90,000
IT19-03	IT HP Plotter (IT19-03)	Closed	\$ 8,200
IT19-04	IT HCI for ICS and ICS-DMZ (IT19-04)	Active	\$ 200,000
IT19-05	IT P1 & P2 Data Refresh (IT19-05)	Active	\$ 500,000
IT20-01	IT Server Replacement and Obsolescence FY20- 6520001	Active	\$ 700,000
IT20-02	IT Network Equipment FY20- 6520002	Active	\$ 500,000
IT20-03	IT Security Budget FY20- 6520003	Active	\$ 150,000
IT20-04	Cyber Security Program (IT20-04) 6520004	Active	\$ 150,000
Grand Total			\$ 7,129,000
Number of Chartered Projects			25
Board Approved Program Budget			\$ 10,000,000
Remaining Unallocated Budget			\$ 2,871,000

**Engineering Program Contract Performance Report
for Quarter Ending 12/31/2020
Table 10 - Operations & Maintenance Capital Program Status Report**

Project Number	Project Name	Status	Allocated Budget
MP-276-1	Central Generation Engine Overhauls at Plant No. 1 and Plant No. 2	Active	\$ 5,900,000
SC16-01	Maint. Storage Area Tool Cage	Closed	\$ -
SC17-01	CENGEN #1 Elevator Rehab	Active	\$ 110,000
SC17-02	P1 CenGen Plant Water Piping Rehabilitation	Closed	\$ 12,656
SC17-03	CenGen Oil Filter Platform	Closed	\$ 260,000
SC17-04	P1 CenGen 12KV Circuit Breaker Replacement	Closed	\$ 220,000
SC17-05	Hidrostal Pump - TEFC Close Coupled Motor #2 (Pump for SALS)	Closed	\$ 261,260
SC17-06	P1 Lab UPS System Replacement	Closed	\$ 290,294
SC18-01	P1 Primary Clarifier Fall Protection Improvements	Active	\$ 50,000
SC18-02	Joint Cen Gen Oil Centrifuge Heater & Controls Rehabilitation (MP-18)	Closed	\$ 120,000
SC18-03	P1 SALS Main Duty Pump & Motor and Installation - Remaining 2 (MP-524)	Closed	\$ 500,000
SC18-04	Edinger UPS Replacement (MP-444)	Closed	\$ 15,000
SC18-05	P1 Laboratory HVAC Boiler Burner Replacement At Plant No.1	Active	\$ 400,461
SC18-06	Pump Station Bypass Parts - Procurement (MP-426)	Closed	\$ 493,953
SC18-08	MacArthur Pump Station - FM Valve Replacement	Active	\$ 55,000
SC18-09	Admin Bldg UPS System Replacement	Active	\$ 81,332
SC19-01	Main Air Compressor Building Electrical Improvements at Plant No. 2	Closed	\$ 359,176
SC19-02	Truck Loading-Conveyors 3&6 (SC19-02)	Active	\$ 205,300
SC19-05	as the Lido PS UPS Replacement	Active	\$ 55,000
SC19-06	EPSA Standby Power Generator Control Upgrades at Plant No. 2	Active	\$ 1,251,500
SC19-07	Sunflower Pump Station Gearbox Swing Unit Purchase	Active	\$ 199,000
Grand Total			\$ 11,729,932
Number of Chartered Projects			23
Board Approved Program Budget			\$ 15,622,000
Remaining Unallocated Budget			\$ 3,892,068

PART 4 – SUPPLEMENTAL ENGINEERING SERVICES CONTRACT

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

A status table for the supplemental engineering services contract summary is attached under Table 11, and the supplemental engineering services labor summary can be found under Table 12.

Table 11 – Supplemental Engineering Services Contract Status

	Total Fees	Time
Contract	\$41,000,000	86 months ⁽¹⁾
Actuals to Date	\$23,637,085 58%	56 months 65%
Remaining	\$17,362,915 42%	30 months 35%

⁽¹⁾ Assuming three 1-year extensions

Table 12 - Supplemental Engineering Services Labor Summary

	This Quarter	Inception to Date
Labor Hours	7,736	176,481
Full Time Equivalent	17.2	21.0
Labor Costs (no expenses)	\$1,080,450	\$23,159,311
Average Hourly Rate	\$140	\$131



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2021-1416

Agenda Date: 2/3/2021

Agenda Item No: 9.

FROM: James D. Herberg, General Manager
Originator: Lorenzo Tyner, Assistant General Manager

SUBJECT:

RESERVES AND INVESTMENTS POLICIES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Information Item.

BACKGROUND

Each month, staff provides an informational presentation on topics of interest to the Board of Directors. This month's topic: Orange County Sanitation District reserves and investments policies.

RELEVANT STANDARDS

- Ensure that investment proposals and decisions are based on clearly defined standards
- Orange County Sanitation District Investment Policy
- Ensure the public's money is wisely spent

ATTACHMENT

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

- Presentation



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Seven Reserve Criteria

- 1) Next Year's Dry Period (Cash Flow Reserve)
50% of the Operating Budget
- 2) Operating Contingencies
10% of Operating Budget
- 3) Next Year's Dry Period Debt Service
100% of August Certificates of Participation (COP)
Debt Service
- 4) Debt Service Reserve
10% of the Outstanding COPs
- 5) Capital Improvement Reserve
50% of the average Capital Improvement Program (CIP)
for the next ten years
- 6) Operating & Capital Share of Catastrophe Funds
- 7) Replacement and Refurbishment
2% of the average CIP per year

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Non-Discretionary Criteria

- Next Year's Dry Period (Cash Flow Reserve) 50% of the Operating Budget
- Next Year's Dry Period Debt Service 100% of August COP Debt Service
- Debt Service Reserve 10% of the Outstanding COPs

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Discretionary Reserve Criteria

- Operating Contingencies 10% of the Operating Budget
- Capital Improvement Reserve 50% of the average CIP for the next ten years
- Operating & Capital Share of Catastrophe Funds
- Replacement and Refurbishment 2% of the CIP Per Year

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Investment Objectives

First

- Provide safety of principal

Second

- Provide sufficient liquidity

Third

- Earn a commensurate rate of return consistent with the constraints imposed by the objectives listed above

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Chandler Asset Management

- **Specializing in Investment Management for Public Agencies**

- **Independent & Employee-Owned**

- Fixed income specialist since 1988
- Founded by public investment professionals
- Headquartered in San Diego, CA

- **Stable Team of Investment Professionals**

- Team of investment professionals average over 21 years portfolio management experience
- Disciplined, repeatable investment philosophy and process
- Proprietary investment analysis

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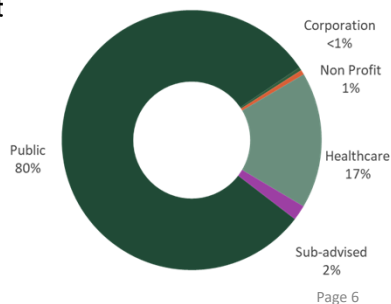
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Chandler Asset Management

Custom Investment Programs

- Investment solutions based on your risk profile and return goals
- Strategies for operating, short, and long-term reserves
- Direct contact with investment management team

Assets Under Management
\$19.5 Billion

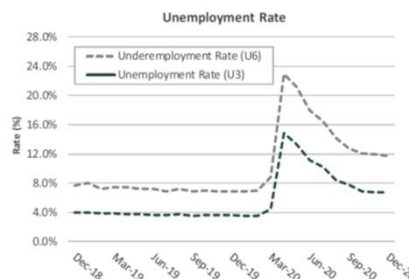


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Economic Update

- Near-term outlook remains challenging as the labor market remains under pressure and many regions have renewed business restrictions due to the virus.
- The distribution of vaccines and therapeutics will help fuel the economic recovery later this year.
- The Fed's highly accommodative monetary policy framework will continue to provide support for the financial markets.



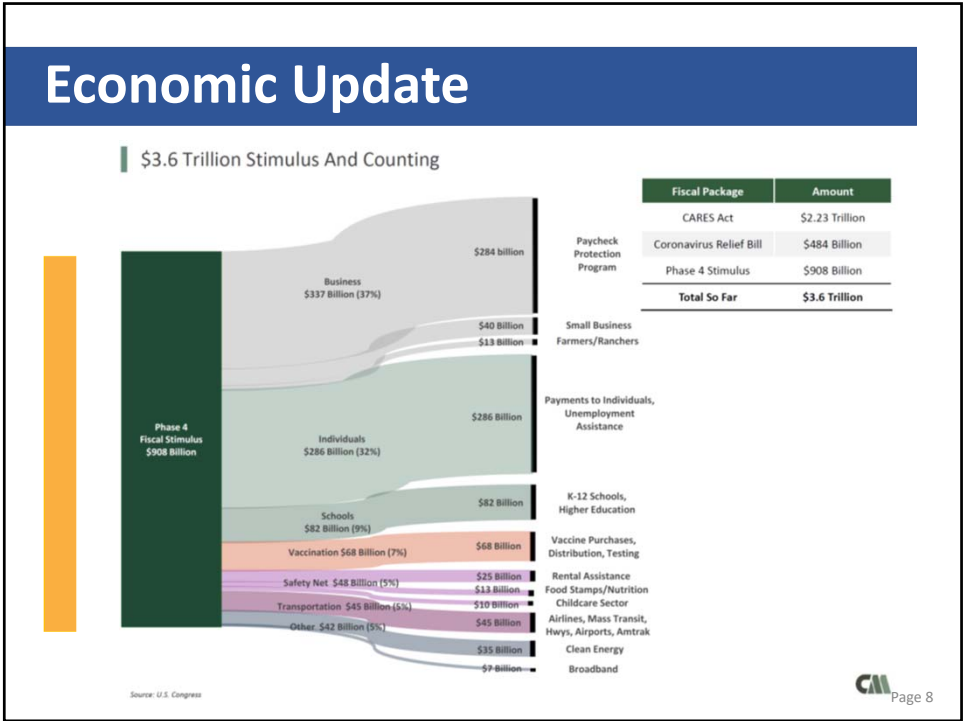
Source: US Department of Labor



Source: The Conference Board

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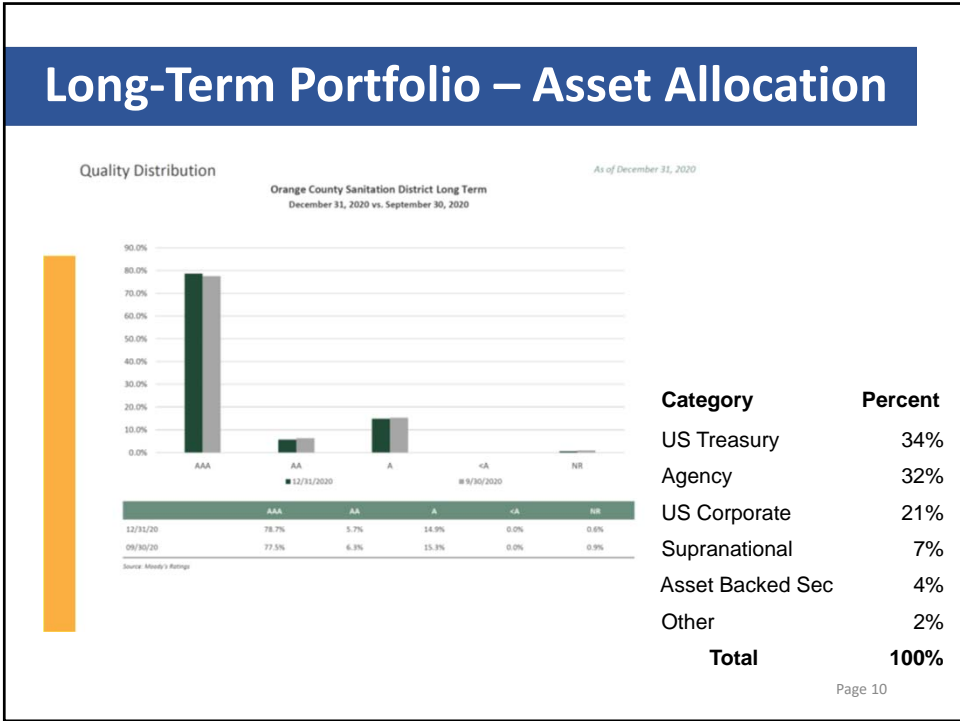
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Portfolios - Long-Term and Short Term

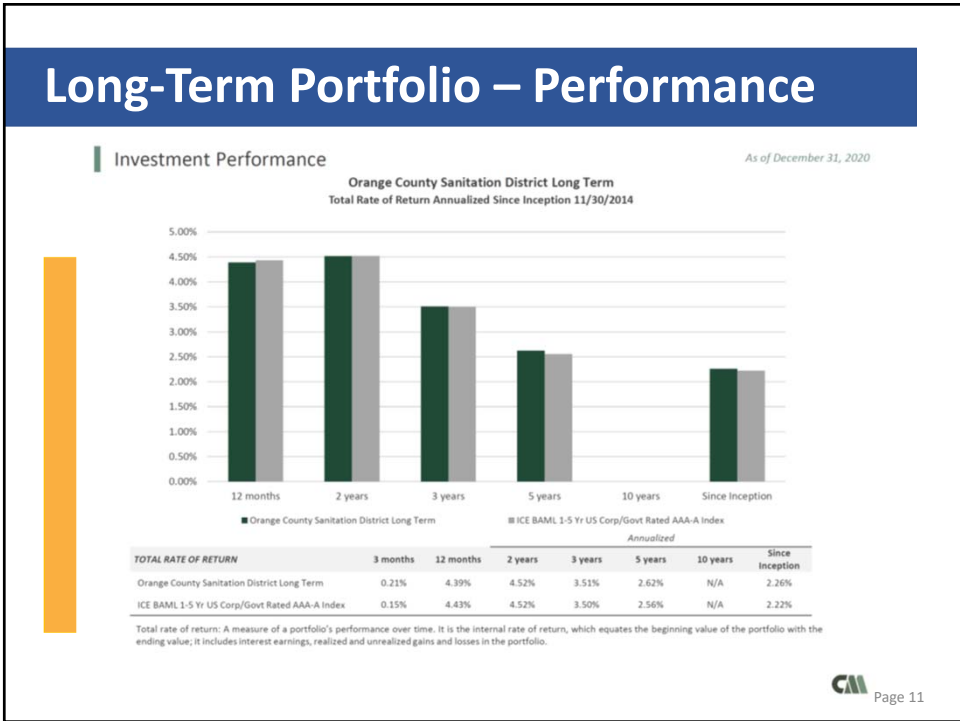
- The Orange County Sanitation District's Investment Policy is consistent with California Government Code
- Long-Term
 - Approximately \$658 million
 - Compares to the ICE BAML 1-5 Year
 - Corporate Government Rated AAA – A Index
- Short-Term (Liquidity)
 - Approximately \$226 million
 - Compares to the 3-month T-Bill rate
 - Operates with a maximum maturity of 1-year

*As of 12/31/2020 Page 9

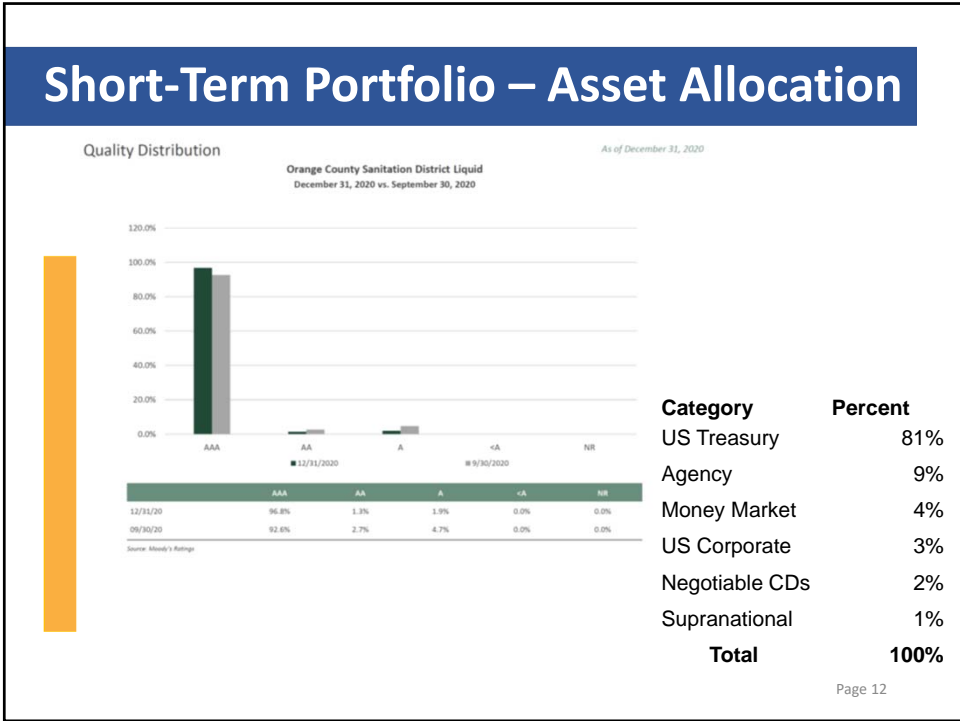
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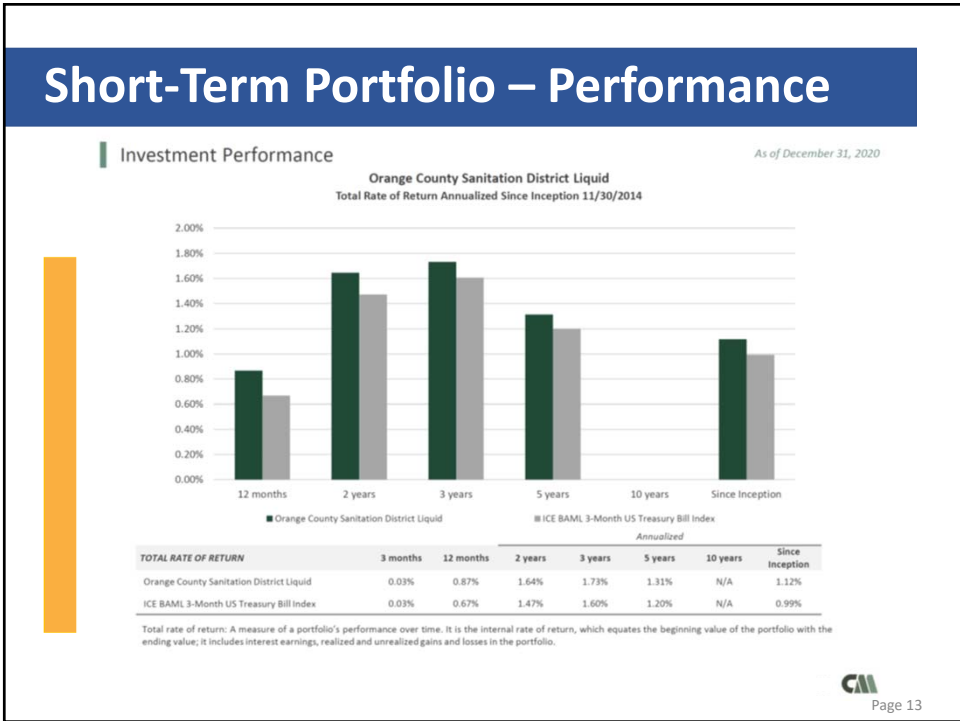
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Questions



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ORANGE COUNTY SANITATION DISTRICT COMMON ACRONYMS

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

ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

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

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

WASTEWATER – Any water that enters the sanitary sewer.

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