

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

1. SCOPE OF WORK

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

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

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

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

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

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

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

2. COMPENSATION

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

A. Total Compensation

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

B. Labor

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

C. Overhead

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

D. Profit

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

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

E. Subconsultants

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

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

F. Direct Costs

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

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

G. Other Direct Costs

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

H. Reimbursable Direct Costs

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

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

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

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

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

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

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

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

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

I. Limitation of Costs

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

3. REALLOCATION OF TOTAL COMPENSATION

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

4. PAYMENT

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

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

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

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

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

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

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

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

5. PREVAILING WAGES

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

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

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

7. DOCUMENT OWNERSHIP – CONSULTANT PERFORMANCE

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

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

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

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

8. INSURANCE

A. General

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

B. General Liability

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

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

C. Umbrella Excess Liability

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

D. Automobile/Vehicle Liability Insurance

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

E. Drone Liability Insurance

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

F. Workers' Compensation Insurance

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

G. Errors and Omissions/Professional Liability

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

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

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

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

H. Proof of Coverage

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

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

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

I. Cancellation and Policy Change Notice

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

Said notices shall be mailed to OC SAN at:

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

J. Primary Insurance

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

K. Separation of Insured

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

L. Non-Limiting (if applicable)

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

M. Deductibles and Self-Insured Retentions

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

N. Defense Costs

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

O. Subconsultants

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

P. Limits Are Minimums

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

9. SCOPE CHANGES

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

10. PROJECT TEAM AND SUBCONSULTANTS

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

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

11. ENGINEERING REGISTRATION

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

12. AUDIT PROVISIONS.

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

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

13. LEGAL RELATIONSHIP BETWEEN PARTIES

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

14. NOTICES

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

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

CONSULTANT:

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

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

15. TERMINATION

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

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

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

16. DOCUMENTS AND STUDY MATERIALS

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

17. COMPLIANCE

A. Labor

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

B. Air Pollution

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

C. Iran Contracting Act

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

18. AGREEMENT EXECUTION AUTHORIZATION

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

19. DISPUTE RESOLUTION

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

20. ATTORNEY'S FEES, COSTS AND NECESSARY DISBURSEMENTS

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

21. WARRANTY

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

22. INDEMNIFICATION

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

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

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

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

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

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

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

23. DUTY TO DEFEND

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

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

24. COMPLIANCE WITH OC SAN POLICIES AND PROCEDURES

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

25. CLOSEOUT

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

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

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

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

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

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

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

26. ENTIRE AGREEMENT

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

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

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

CONSULTANT: IDS GROUP, INC.

By _____ Date _____

Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By _____ Date _____
Brooke Jones
Chair, Operations Committee

By _____ Date _____
Kelly A. Lore
Clerk of the Board

By _____ Date _____
Ruth Zintzun
Purchasing & Contracts Manager

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

CMM

ATTACHMENT “A”

SCOPE OF WORK

ATTACHMENT "A"

SCOPE OF WORK

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

TABLE OF CONTENTS

I. SUMMARY	2
II. BACKGROUND, GENERAL PROJECT DESCRIPTION, AND OBJECTIVES	2
BACKGROUND.....	2
GENERAL PROJECT DESCRIPTION.....	2
PROJECT OBJECTIVES.....	2
III. PROJECT SCHEDULE	3
IV. PROJECT EXECUTION.....	4
TASK 1 – EXISTING DOCUMENTATION AND WORKPLAN	4
TASK 2 – SITE SURVEY	7
TASK 3 – EXTERIOR LIGHTING RECOMMENDATIONS	8
TASK 4 – PLANNING STUDY REPORT.....	9
TASK 5 – PROJECT MANAGEMENT	10
Task 5.1 Project Management Progress Meetings.....	10
Task 5.2 Project Schedule	10
Task 5.3 Project Logs	10
Task 5.4 Progress Reports	11
Task 5.5 Project Invoices.....	11
Task 5.6 Quality Control	11
TASK 6 – MEETING AND WORKSHOPS	12
V. GENERAL REQUIREMENTS	13
GENERAL	13
VI. STAFF ASSISTANCE	13
EXHIBITS:.....	14

I. SUMMARY

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

II. BACKGROUND, GENERAL PROJECT DESCRIPTION, AND OBJECTIVES

BACKGROUND

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

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

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

GENERAL PROJECT DESCRIPTION

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

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

PROJECT OBJECTIVES

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

III. PROJECT SCHEDULE

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

Table 1 – Project Milestones and Deadlines

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

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

IV. PROJECT EXECUTION

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

TASK 1 – EXISTING DOCUMENTATION AND WORKPLAN

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

F. Prepare a Workplan for site survey/field investigation to describe the following:

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

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

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

Deliverables:

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

TASK 2 – SITE SURVEY

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

Deliverables:

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

TASK 3 – EXTERIOR LIGHTING RECOMMENDATIONS

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

iv. P2-138 - Operations and Maintenance Complex at Plant No. 2

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

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

Deliverables:

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

TASK 4 – PLANNING STUDY REPORT

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

Deliverables:

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

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

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

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

TASK 5 – PROJECT MANAGEMENT

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

TASK 5.1 PROJECT MANAGEMENT PROGRESS MEETINGS

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

TASK 5.2 PROJECT SCHEDULE

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

At a minimum, the schedule shall indicate the following:

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

TASK 5.3 PROJECT LOGS

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

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

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

Meeting Log. See Task 6 Meetings and Workshops.

TASK 5.4 PROGRESS REPORTS

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

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

TASK 5.5 PROJECT INVOICES

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

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

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

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

TASK 5.6 QUALITY CONTROL

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

TASK 6 – MEETING AND WORKSHOPS

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

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

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

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

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

V. GENERAL REQUIREMENTS

GENERAL

Working Hours

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

Software

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

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

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

VI. STAFF ASSISTANCE

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

EXHIBITS:

Exhibit No. 1 - Plant No. 1 Site Plan

Exhibit No. 2 - Plant No. 2 Site Plan

Exhibit No. 3 - 2014 Pinkerton Report

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

Exhibit No. 5 - Engineering Design Guidelines – Chapter 10

AM:sa