

PROFESSIONAL DESIGN SERVICES AGREEMENT

This PROFESSIONAL DESIGN SERVICES AGREEMENT, (hereinafter referred to as "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 "OC SAN"), and «CONSULTANT COMPANY», (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, OC SAN desires to engage CONSULTANT for **Support Buildings Seismic Improvements at Plant No. 1, Project No. P1-137**; and to provide professional design services to address the following: 1) structural deficiencies for staff-occupied buildings within Plant No. 1; 2) structural improvements aimed at reducing risk of failure during a significant seismic event; and 3) hazardous material assessment for the buildings, and provisions (including accommodations) to temporarily relocate staff during the seismic retrofit construction, (Services); 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 design services and has proceeded in accordance with said procedures to select CONSULTANT to perform the Services; 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 OC SAN's Ordinance No. OC SAN-56 to approve this Agreement.

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

1. SCOPE OF WORK

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 (Subconsultants). Where approval by OC SAN is indicated, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by errors, omissions, noncompliance with industry standards, and/or negligence on the part of the CONSULTANT or its Subconsultants.

- B. 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 consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances, for clarity, uniformity, and completeness. CONSULTANT shall respond to all of OC SAN's questions, comments, suggestions, corrections, and recommendations (i.e., DS1, DS2, DS3, and FDS). 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 OC SAN and does not conform to the requirements of this Agreement or any applicable industry standards, the CONSULTANT shall, without additional compensation, promptly correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services within the timeframe specified by the Project Engineer/Project Manager. OC SAN 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 OC SAN CAD Manual. Conversion of CAD work from any other non-standard CAD 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 approval of OC SAN.

Electronic files shall be subject to an acceptance period of 30 calendar days during which OC SAN shall perform appropriate reviews 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. 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 OC SAN. The CONSULTANT shall submit this written justification to OC SAN 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 OC SAN, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of OC SAN. This provision does not apply to information that (a) was publicly known, or otherwise known to the CONSULTANT, at the time that it was disclosed to the CONSULTANT by OC SAN, (b) subsequently becomes publicly known to the CONSULTANT other than through disclosure by OC SAN.

2. COMPENSATION

Total compensation shall be paid to CONSULTANT for the 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, 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 the attached hourly rate schedule, if applicable 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 of management of reimbursable costs inclusive but not limited to travel, lodging and meals arrangements. OC SAN shall apply the most economic and practical method of reimbursement which may include reimbursements based upon receipts and/or "per diem" as deemed the most practical.

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

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

Local Travel is considered travel by the CONSULTANT within OC SAN general geographical area which includes Orange, Los Angeles, Ventura, San Bernardino, Riverside, San Diego, Imperial, and Kern Counties. Automobile mileage is reimbursable if 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. 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 OC SAN. 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 work performed during the period covered by the statement, as may be required by OC SAN.

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

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

- A. To the extent 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 Regulation Section 16461(e).

6. DOCUMENT OWNERSHIP – SUBSEQUENT CHANGES TO PLANS AND SPECIFICATIONS

- A. Ownership of Documents for the 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 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 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 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: Two Million Dollars (\$2,000,000) per occurrence with Four Million Dollars (\$4,000,000) aggregate. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or 25 04), then the aggregate limit may be equivalent to the per occurrence limit. Said insurance shall include coverage for the following hazards: premises-operations, blanket contractual liability (for this Agreement), products liability/completed operations (including any product manufactured or assembled), broad form property damage, blanket contractual liability, independent contractors liability, personal and advertising injury, mobile equipment, 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) 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 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 form acceptable to OC SAN.

F. Workers' Compensation Insurance

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

G. Errors and Omissions/Professional Liability

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

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

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

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

H. Proof of Coverage

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. The following are approved forms that must be submitted as proof of coverage:

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

I. Cancellation and Policy Change Notice

The CONSULTANT is required to notify OC SAN in writing of any insurance cancellation notice it receives or other knowledge of pending or actual insurance policy cancellation within two (2) working days of receipt of such notice or acquisition of such knowledge. Additionally, the CONSULTANT is required to notify OC SAN in writing of any reduction in coverage limits within ten (10) business 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 liability policy 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.

8. 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.

9. 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 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 task 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 OC SAN.

10. ENGINEERING REGISTRATION

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

11. AUDIT PROVISIONS

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

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 OC SAN.

13. NOTICES

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

Notices shall be mailed to OC SAN at:

ORANGE COUNTY SANITATION DISTRICT
10844 Ellis Avenue
Fountain Valley, CA 92708-7018
Attention: Ludwig R. Lapus, Senior Contracts Administrator
Copy: Carmen Quan, Project Manager

Notices shall be mailed to CONSULTANT at:

SIMPSON GUMPERTZ & HEGER
4695 MacArthur Court, Suite 500
Newport Beach, CA 92660
Attention: James A. McDonald, Principal

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

14. 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 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 OC SAN upon the termination or completion of the work. CONSULTANT agrees to furnish to OC SAN copies of all memoranda, correspondence, computation and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by OC SAN.

16. COMPLIANCE

A. Labor

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).

17. 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 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, 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, reasonable 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 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 but only to the extent caused by 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. 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. CONSULTANT PERFORMANCE

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

25. COMPLIANCE WITH OC SAN POLICIES AND PROCEDURES

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

26. 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 this Agreement. Such support must be provided within the timeframe requested by OC SAN.

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

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

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 OC SAN and CONSULTANT by their respective duly authorized officers as of the day and year first written above.

SIMPSON GUMPERTZ & HEGER

By _____ Date _____

Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By _____ Date _____
Chad P. Wanke
Board Chairman

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

By _____ Date _____
Ruth Zintzun
Purchasing & Contracts Manager

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

LL:DM:yp

ATTACHMENT “A”

SCOPE OF WORK

Support Buildings Seismic Improvements at Plant No. 1

Project No. P1-137

Professional Design Services Agreement

Attachment A – Scope of Work

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1. PROJECT REQUIREMENTS

1.0 SUMMARY

1.0.1 PROFESSIONAL DESIGN ENGINEERING SERVICES

A. CONSULTANT shall provide professional engineering services for the Preliminary Engineering, design, and preparation of Contract Documents suitable for bidding of the project described herein. The services include the following:

1. Preliminary Design Report
2. Design Submittals 2, 3, and final design submittal (FDS)
3. Permitting assistance
4. Bid Documents

1.0.2 PROFESSIONAL LICENSING REQUIREMENTS

- A. CONSULTANT shall be licensed in the State of California.
- B. All plans, specifications and reports shall be prepared by professional engineers licensed in the State of California for their associated discipline.
- C. CONSULTANT shall employ Professional Engineers licensed in the State of California to determine structural engineering and Code requirements, develop, and prepare preliminary design documents and develop and prepare final plans and specifications.
- D. CONSULTANT shall employ or otherwise provide a California Licensed Geotechnical Engineer for development of parameters for seismic analyses and evaluation based on existing geotechnical data and reports.
- E. CONSULTANT shall employ or otherwise provide other professionals with State of California Registration to provide professional services required to perform the scope of work for this project.

1.1 BACKGROUND

The Orange County Sanitation District (OC San) completed a Planning Study (PS) under PS15-06 - Seismic Evaluation of Structures at Plant Nos. 1 and 2 which evaluated the seismic vulnerability of selected structures at the two plants and developed recommendations for the mitigation of the identified vulnerabilities. Results of PS15-06 study were provided in three technical memoranda and a final report, which are included under Exhibit 19 - PS 15-06 Seismic Evaluation of Structures at Plant Nos. 1 and 2 Project Report and Technical Memoranda.

1.2 GENERAL PROJECT DESCRIPTION

Based on PS15-06 recommendations, Project No. P1-137 - Supports Buildings Seismic Improvements at Plant No. 1 was created to address structural deficiencies for staff-occupied buildings within Plant No. 1. P1-137 project shall provide structural improvements aimed at reducing risk of failure during a significant seismic event. Selected buildings include the Control Center, Maintenance Buildings, Rebuild Shop, Warehouse, and Fleet Services Building. The Scope of Work (SOW) of this Request for Proposal (RFP) also includes hazardous material

assessment for the buildings, and provisions (including accommodations) to relocate staff during the seismic retrofit construction.

The basis for the structural and geotechnical analysis performed as part of PS15-06 study was a planning-level assessment following the guidelines of ASCE41-13. A detailed analysis was not performed on each individual structure; instead, exemplar structures were identified that represented similar design and performance criteria that represented multiple structures. An analysis was performed on the exemplar structure and the results were judiciously applied to other representative structures to evaluate their performance during a seismic event. This project requires a detailed structural evaluation of the referenced building structures to identify structural deficiencies and appropriate retrofits and mitigation measures.

1.3 PROJECT EXECUTION PHASES

All OC San projects are divided into six phases. CONSULTANT shall provide engineering services for all Project Elements listed in this Scope of Work for the following Phases:

Phase 1 – Project Development (Not in this Scope of Work)

Phase 2 – Preliminary Design

Phase 3 – Design

Phase 4 – Construction (Not in this Scope of Work)

Phase 5 – Commissioning (Not in this Scope of Work)

Phase 6 – Close Out (Not in this Scope of Work)

1.4 DESCRIPTION OF PROJECT ELEMENTS

Detailed descriptions of the Project Elements are presented below.

1.4.1 PROJECT ELEMENT 1 – SEISMIC RETROFIT OF OCCUPIED SUPPORT BUILDINGS AT PLANT NO. 1

A. The project includes the structural modifications to the buildings listed below, which are located at OC San's Reclamation Plant No. 1. The structural modifications are needed to conform these buildings to the most current California Building Code (CBC) and the seismic requirements described in Planning Study, PS15-06:

Project Element 1.1 Control Center – Originally constructed in 1993, the Control Center is the central hub of operations at Plant No. 1, and it is essential to OC San staff for the health and safety of the public. It is, therefore, essential that the building remain operational during and after a seismic event. This building houses approximately 40 personnel.

Project Element 1.2 Buildings 5 and 6 (Maintenance Building) – Originally constructed in 1988, this is the main hub of OC San's Plant No. 1 Maintenance Department housing offices and shop space for field staff and supervisors for all major crafts. Buildings 5 and 6 house approximately 18 and 31 team members, respectively.

Project Element 1.3 Buildings B and 3 (Rebuild Shop) – Originally constructed in 1972, with Building 3 being added in 1990, the Rebuild Shop houses the shop space for the staff who is responsible for various tasks, such as teardown and

rebuild of pumps and equipment, fabrication of components for equipment being repaired, welding facilities, and other tasks needed for repair and maintenance of OC San's equipment. Buildings B and 3 houses approximately 8 team members.

Project Element 1.4 Warehouse – Originally constructed in 1972, the Warehouse is where OC San primarily houses the parts, materials, and other equipment used throughout the Plant. The Warehouse also houses the office spaces used by the Warehouse Staff. This building houses approximately 7 team members.

Project Element 1.5 Fleet Services (Auto Shop) – Originally constructed in 1971, Fleet Services is OC San's centralized Automobile Maintenance and OC San vehicle parking area that services all of OC San's vehicles and issues vehicles to staff that need to drive between Plant Nos. 1 and 2, and Collections Facilities. This building houses approximately 9 team members.

Project Element 1.6 Shop Building A – Originally constructed in 1972, Shop Building A houses a few of the smaller, but still quite important, maintenance functions of OC San, such as the Paint Shop, Source Control Records storage, Fitness Center, Pipe Shop Space, OC San Reliability Lab, and Facilities staff offices. This building houses approximately 4 team members.

For the purpose of estimating the predesign and design phase levels of effort, the CONSULTANT shall make the following assumptions regarding this project element:

1. Roof replacement and/or repairs for all buildings will not be required to complete the required seismic retrofits.

1.4.2 PROJECT ELEMENT 2 – TEMPORARY FACILITIES DURING CONSTRUCTION

A. During the seismic retrofit's construction period, OC San's personnel may need to be relocated to temporary spaces within OC San's Plant No. 1 site. All planning and coordination of these relocation activities (to the temporary facility and back to the retrofitted building) as well as setting up temporary facilities including any temporary furnishings and equipment for the relocated personnel are part of this project.

Temporary facilities also include components to protect the existing IT and industrial control system (ICS) equipment and networks.

B. In conjunction with the above-mentioned personnel relocations, provisions for temporary locker rooms, showers, and other necessary facilities to relocated personnel are part of this project.

C. As part of the temporary relocation of staff, rerouting of required utilities, and IT and ICS system connections to the temporary location need to be identified and coordinated during the construction phase of this project.

D. It is imperative for the systems in the Control Center that cannot be relocated to remain online at all times during construction, as much as possible and appropriate mitigation steps must be taken to ensure that all construction tasks that occur in the building are coordinated with Plant Operations to ensure an emergency plan or backup is in place in the event that an unforeseen outage caused by construction activities.

For the purpose of estimating the predesign and design phase levels of effort, the CONSULTANT shall make the following assumptions regarding this project element:

1. For Predesign

- a. Up to two buildings may be under construction at any given time, with the exception of the Control Center, which would be the only building under construction at any one time.
 - b. For the predesign of the temporary facilities for each building: Allocate 200 hours (exclusive of hours needed for project management, meetings/workshops with OC San, Consultant's internal meetings and QA/QC effort) to prepare the temporary facilities for the buildings listed for this project (sections in technical memoranda and preliminary drawings).
2. For Design of temporary facilities: Allocate 500 hours (exclusive of hours needed for project management, meetings/workshops with OC San, Consultant's internal meetings, and QA/QC effort) to prepare the final design (specifications and drawings) for the items in this project element.

1.4.3 COORDINATION WITH OTHER PROJECTS

- A. The following projects may impact or require coordination with this project:
 1. P1-132 Uninterruptable Power Supply Improvements at Plant 1: This project will provide a new regional Uninterruptible Power Supply (UPS) at Power Building 8 to provide critical power to facilities in the northwest region of Plant No. 1, including the buildings listed under Project Element 1. New electrical distribution and branch circuit panelboards will replace existing old and obsolete equipment in the buildings listed under Project Element 1, except in the Control Center where new panelboards will be added. In addition, the existing racks in the Server Room (also known as Computer Room) in the Control Center will be replaced with new racks. The project will provide temporary power to maintain services to critical loads during construction. Miscellaneous 480-volt cables and circuit breakers will also be replaced. Need to coordinate the P1-137 design with the P1-132 design. Also, the construction of both projects may overlap, and this coordination requirement needs to be included in the P1-137 design documents.
 2. J-120 Process Control System Upgrades: This project will upgrade the existing Supervisory Control and Data Acquisition (SCADA) Systems for the treatment plants and pump stations. To accommodate the new SCADA platform, this project will construct improvements to the existing control rooms inside of the Control Center, providing new consoles, workstations, and monitors. Need to coordinate the P1-137 design with the J-120 design. Also, the construction of both projects may overlap, and this coordination requirement needs to be included in the P1-137 design documents
 3. P1-128A Headquarters Complex at Plant No. 1: This project will construct the new Headquarters Building on the north side of Ellis Avenue to house administrative, engineering, resource protection and environmental compliance staff. Surface parking and a Pedestrian Bridge over Ellis Avenue to Plant 1 will also be constructed. The project includes the demolition of the Risk Trailer and one building on the Bandilier property. Need to coordinate the P1-137 design with the P1-128A construction to identify if the existing Administration Building would be available for the temporary relocation of personnel and equipment.
 4. P1-138 Industrial Control System & IT Data Center Relocation at Plant No. 1: This project will relocate the existing data network and telecommunications room that is located in the Administration Building at Plant No. 1 to Power Building 3. Need to coordinate the P1-137 design with the P1-138 design. Also, the

construction of both projects may overlap, and this coordination requirement needs to be included in the P1-137 design documents

FR1-0012 Building B Floor Replacement, Jib Crane, and Forklift Pad: This project will replace the existing wood tiles with reinforced concrete, modify an existing pit to accommodate the future installation of a Jib Crane, and provide a concrete pad for a forklift. Need to coordinate the P1-137 design with the FR1-0012 design. Also, the construction of both projects may overlap, and this coordination requirement needs to be included in the P1-137 design documents.

1.5 DESIGN CONSIDERATIONS

The following design considerations shall be carried from Preliminary Design through Final Design.

1.5.1 TECHNOLOGY AND CONFIGURATION CHOICES

The project elements in this facility shall be achieved using proven approaches. Alternative means of accomplishing the project elements must be reviewed and accepted by OC San prior to detailed evaluation. Consultant shall demonstrate that all alternative approaches proposed were proven to work in other buildings of similar structure that Consultant have designed recently.

1.5.2 DESIGN DECISIONS

Design decisions shall be agreed upon by OC San prior to any work being performed by the CONSULTANT in preliminary and detailed design. All design decisions shall be documented.

1.5.3 DESIGN SELECTION CRITERIA

A. Design selection shall consider construction, lifecycle, operation, and maintenance costs as well as overall quality. When design recommendations are presented to OC San, the design selection criteria shall be clearly identified with the recommendation.

B. The economic analysis shall consist of a life cycle cost analysis for the options proposed, including costs for engineering, construction, operational and maintenance, and future rehabilitation and replacement.

C. The construction cost estimate shall be provided by the CONSULTANT as described in Engineering Design Guidelines Section 01.4.6 included as Exhibit 17 – OC San Engineering Design Guidelines and Standards – Available online at <https://www.ocsan.gov/about-us/transparency/document-central/-folder-917> Life cycle cost analysis is described in Section 01.2.19 of the Guidelines.

1.5.4 PROJECT ELEMENT DESCRIPTION REVISIONS

CONSULTANT shall review and revise the Project Element Descriptions using track changes at the end of Preliminary Design and at each design submittal. Changes shall be submitted to OC San for review.

1.6 PROJECT SCHEDULE

1.6.1 GENERAL

A. The table below lists the time frames associated with each major project deliverable and with OC San's review and approval of those deliverables. CONSULTANT shall comply with the schedule Milestones indicated in that table.

B. OC San's Project Manager will issue an Administrative Notice to Proceed (NTP) that will authorize CONSULTANT to begin preparation of the Project Management Plan (PMP). The Administrative NTP does not authorize costs to be incurred for execution of the technical portion of the Work, except where specifically noted in the Administrative NTP.

C. Following OC San's acceptance of the PMP, OC San's Project Manager will issue a Preliminary Design NTP. OC San's Project Manager will also issue a Final Design NTP upon OC San's acceptance of the final Preliminary Design Report.

D. The time frames specified below are used to estimate the scheduled milestone dates based on the assumed NTP date, as shown in **Exhibit 8 - Project Schedule Calculation**.

E. OC San will consider a CONSULTANT-proposed alternative schedule, provided it is consistent with OC San resources and schedule constraints and demonstrates added value to OC San.

PROJECT MILESTONE AND DEADLINES	
MILESTONE	DEADLINE
Submit Project Management Plan (PMP)	10 workdays from Administrative NTP.
OC San Review of PMP	10 working days from receipt of PMP. If the PMP is acceptable, the OC San PM will set the date for the Kickoff Meeting. CONSULTANT shall issue a revised PMP within 5 working days of receipt of OC San's comments for OC San approval.
Kickoff Meeting / Preliminary Design NTP	The kickoff meeting will be scheduled to coincide with the Preliminary Design NTP.
Submit Design Memo Schedule	10 workdays from the Preliminary Design NTP, CONSULTANT shall establish a schedule with the OC San PM for separately submitting working drafts of each Design Memo for OC San review prior to completing the draft PDR. This schedule shall factor in the logical sequence for completing the memos as well as both CONSULTANT and OC San resources.
OC San Review of Design Memo Schedule	10 workdays from receipt of Design Memo Schedule.
Submit draft Preliminary Design Report (PDR)	220 workdays from the Preliminary Design NTP, CONSULTANT shall submit the Draft PDR
OC San Review of Draft PDR	20 workdays from receipt of Draft PDR
Submit final Preliminary Design Report	20 workdays from receipt of OC San comments on Draft PDR.
OC San Review of Final PDR	15 workdays from receipt of Draft PDR
Final Design NTP	CONSULTANT's schedule shall allow 15 workdays from submittal of the final PDR to receipt of the Design Phase NTP.

PROJECT MILESTONE AND DEADLINES	
MILESTONE	DEADLINE
Submit Design Submittal 2 (DS2)	110 workdays from receipt of OC San comments on PDR.
OC San Review of DS2	20 workdays from receipt of DS2
Submit Design Submittal 3 (DS3)	65 workdays from receipt of OC San comments on DS2.
OC San Review of DS3	20 workdays from receipt of DS3
Submit Final Design Submittal (FDS)	20 workdays from receipt of OC San comments on DS3. CONSULTANT shall stop work upon submission of DS3, except as required to participate in OC San meetings, until receipt of OC San comments on DS3.
OC San Review of FDS	15 workdays from receipt of FDS
Final Technical Specifications and Plans	20 workdays from receipt of OC San comments on FDS.

2. PHASE 2 – PRELIMINARY DESIGN

The preliminary design phase will define the project. The final deliverable of this phase will be a Preliminary Design Report (PDR) with the basis of design for all elements of the project.

2.0 PRELIMINARY DESIGN EXECUTION

2.0.1 MAJOR DECISIONS

A. The CONSULTANT shall plan the resolution of major decisions through the following process:

1. Identify major decisions early and the timing required to prevent impacts to the project schedule.
2. Identify the decision-making method that will be used to gain OC San concurrence and provide appropriate opportunities for OC San to provide input.
3. Identify and schedule at the start of the project the workshops, technical design meetings and focused meetings where major decisions will be made and include a list of required attendees.

B. These decisions should be tracked on the Decision Log and flagged as a major decision.

2.1 PRELIMINARY DESIGN PRODUCTION

2.1.1 GENERAL

A. Preliminary Design Report (PDR) production involves the preparation of design memos, drawings, calculations, and other supporting material resulting in the PDR.

2.1.2 DESIGN MEMOS

A. The CONSULTANT shall produce Design Memos as indicated below in accordance with **Exhibit 1 - Preliminary Design Report Requirements**. The CONSULTANT shall discuss the combining of design memos subject matters with OC San, particularly with those memos identified in Paragraph 2.1.3 and develop a design memo submittal list.

- ☐ **Process Design Configuration**
- ☐ **Hydraulic Analysis**
- ☒ **Demolition**
 - ☒ Describe Demolition Requirements
 - ☒ Demolition List
 - ☐ Demolition Plans
 - ☐ Demo EID
- ☒ **Rehabilitation Requirements**
- ☐ **Geotechnical Data Report**
 - ☐ Review of Existing Data - Preliminary Geotechnical Report
 - ☐ Geotechnical Data Report and Recommendations
- ☐ **Utility Requirements**
- ☐ **Structural Design Parameters**
- ☐ **Architectural Design Parameters**
- ☐ **Process Mechanical Design Parameters**
- ☐ **Building Mechanical Design Parameters**
- ☐ **Fire Protection**
- ☐ **Electrical**
- ☐ **Instrumentation and Control**
- ☐ **Landscaping**
- ☐ **Plant Utility Investigation Findings**
- ☐ **Vibration Analysis**
- ☐ **Design Safety Requirements**
- ☐ **Public Impacts**
- ☐ **Environmental and Regulatory Requirements**
- ☒ **Permit Requirements**
 - ☒ List of Permits Required
- ☐ **Stormwater Requirements**
- ☒ **Hazardous Material Survey, Mitigation and Control**
- ☐ **Maintainability**
- ☐ **Facility Operation and Maintenance**
 - ☐ Facility O&M Requirements
- ☒ **Implementation Plan**
 - ☒ Identification of Adjacent Projects
 - ☒ Preliminary Construction Sequencing Plan
 - ☒ Review of Constructability Issues

2.1.3 PROJECT SPECIFIC DESIGN MEMOS

- A. In addition to the standardized Design Memos described above, produce the following project specific Design Memos.
- B. Design Memo 1 – Structural Design Parameters and Analysis Methodology
 1. CONSULTANT shall perform the work listed below and prepare the design memorandum to document the analysis and findings:
 - a. Identify the current applicable codes that apply to the seismic retrofit of existing buildings projects, and any proposed codes that may come into effect

within the design period of the projects. Provide the code listing and recommended approach to establishing Code Compliance for the seismic retrofit of each building listed for this project.

b. Establish specific Code criteria and design parameters applicable to each structure and required for the design. Identify the specific items of the code that will be used in the basis of design that supersede the code used in the Final Geosyntec Report for PS15-06.

c. Define how codes, standards and best practices that are applicable to the design and operation will be applied. There is no need to repeat building code requirements.

d. Provide seismic design criteria for the project based on review of existing geotechnical information; evaluation of proximity to faults, seismic classification assigned to each structure.

e. Description of general guidelines for structural design (deflections, safety factors, seismic design of non-structural components (architectural, mechanical, and electrical components, including component importance factor).

f. Description of design loads (dead loads, superimposed dead loads, live loads, wind loads, seismic loads, soil loads, and load combinations).

g. Identify the methodology and structural analysis software and features that will be used to perform the required calculations for the structural seismic analysis. Include a description of the input data and the relevant results from the software.

C. Design Memo 2 – Geotechnical Parameters

1. CONSULTANT shall perform the work listed below and prepare the design memorandum to document the analysis and findings:

a. Review existing geotechnical reports for OC San Plant No. 1 and data in the Geosyntec Report for PS15-06. Based on the findings from this review, CONSULTANT shall develop the geotechnical parameters required for the seismic analysis and structural design of the buildings included in this project. The geotechnical work shall be performed by a Professional Registered Engineer in the State of California in the Geotechnical Engineering discipline.

D. Building Specific Design Memos

1. Consultant shall prepare and submit the Design Memos listed below:

Design Memo 3 – Plant No. 1 Control Center

Design Memo 4 – Plant No. 1 Buildings 5 and 6

Design Memo 5 – Plant No. 1 Building B and 3 (Rebuild Shop)

Design Memo 6 – Plant No.1 Warehouse

Design Memo 7 – Plant No. 1 Fleet Services (Auto Shop)

Design Memo 8 – Plant No. 1 Shop Building A

2. Design Memos 3 through 8 shall include the following:

a. Review of the applicable building code as determined in Design Memo 1 and how it applies to this building. Determine the specific sections that apply to this

building and any changes to the recommendations of PS15-06 that supersede the older version of the code.

b. Description of structural construction for the building.

c. Conduct site visits and provide a summary of the investigations and findings from site visit(s) to the building, including areas visited, existing conditions, potential seismic issues, potential construction issues and hazards, offices that will need to be temporarily relocated during construction, understanding of all the existing equipment and systems in the building to identify/specify their required protection during construction, etc. Use this information, as necessary, in the analysis. The CONSULTANT shall also consider any modifications to the building that may be or have already been made from a review of existing and the most recent building modification record drawings or plans of completed projects and projects that are either being designed or constructed concurrently with this project, including any additional equipment, openings (wall, floor, other), etc.

d. Conduct the detailed Structural Analysis and recommended retrofits of the building with respect to the applicable building codes and site conditions. The information needs to include any inputs to the calculations, assumptions, design parameters, and the results and explanations. Provide a schedule of the needed modifications to the building, in table form, noting which modifications do and do not differ from the PS15-06 project. Also include any needed demolition needed to facilitate construction work.

e. Description of minimum material requirements for anchorage.

f. CONSULTANT shall show and explicitly identify the limits of work for the building, including any restrictions to the work allowed in any area, e.g., whether the area can be used for parking or laydown.

g. Plan, document, and define the temporary facilities/relocations needed for construction, including utilities, control equipment, IT Servers, ICS system, instrumentation, etc. and plans for protecting in-place, utilities, control equipment, IT Servers, ICS system, instrumentation, etc. that cannot be moved or provided by other temporary means. This includes OC San personnel access to each of the buildings listed under this project.

h. Define a preliminary construction sequencing plan specific to the implementation of the seismic retrofit for the building, including any construction related mitigations, such as hazardous material abatement, staff relocations, protection of equipment that cannot be relocated, and accessibility to areas identified by O&M personnel. This plan also needs to include any required utility outages that will be required during the construction period.

i. Identify, list, and create plans for all required demolition. The plans shall also include dust, debris, and vibration control and mitigation measures. This includes, but is not limited to, measures for protecting equipment that cannot be moved from the construction area such as large machine shop equipment and IT/ICS equipment and servers.

j. If any structural updates are to be made to the outside of the building that will affect the aesthetic of the building, these updates shall be identified and made in accordance with the OC San's Architectural Guidelines and Requirements.

k. Identify the elements to be included on the design Drawings to facilitate the plan check review process with the City of Fountain Valley Building & Safety. Include the contact's name and information of the City of Fountain Valley Building & Safety.

l. For Design Memo 3 – Plant No. 1 Control Center, specific considerations include, but are not limited to:

- (1) Server room (also known as computer room or room 110 in the ground level, which contains IT and ICS equipment) and ancillary equipment (fire suppression and regional uninterrupted power supply, UPS)
- (2) Control room
- (3) Terminal room (located in the basement and contains the ICS equipment and IT equipment) and ancillary equipment (UPS in the basement)

m. For Design Memo 4 – Plant No. 1 Buildings 5 and 6, specific considerations include, but are not limited to:

- (4) Staff electric carts and charging
- (5) Tools and test equipment storage
- (6) Additional PPE storage
- (7) Storage and testing facilities for test gases and reference chemicals

n. For Design Memo 6 – Plant No.1 Warehouse, specific considerations include, but are not limited to:

- (8) Warehouse Stock
- (9) Racks holding Warehouse Stock
- (10) Retain functionality of loading docks during construction

o. For Design Memo 8 – Shop Building A, specific considerations include, but are not limited to the existing spray booth and corresponding ventilation equipment.

E. Design Memo 9 – Construction Cost Estimate

1. Prepare Design Memo 9 to include the construction cost estimate for the project for each of the building listed in Project Element 1. The cost estimate for each of these buildings shall include the cost of all demolition, construction, and restoration activities, including but not limited to, the cost of materials, labor estimates, temporary facilities for OC San staff, the estimated cost for other temporary facilities, and for protecting in-place equipment at each of the buildings that cannot be moved. Design Memo 8 shall include the percentages for contractor's overhead, profit, mobilization/demobilization, bonds, permits and insurance, and contingency that will be used to prepare the construction cost estimates for each design phase.

2.1.4 PRELIMINARY DESIGN DRAWINGS

A. The CONSULTANT shall produce the following Preliminary Design Report drawings in accordance with **Exhibit 1 - Preliminary Design Report Requirements**.

- ☒ General, including construction sequence/phasing for each building.
- ☒ Demolition

- ☐ Civil (Only with respect to items impacted by seismic rehabilitation work)
- ☐ Landscape (Only with respect to items impacted by seismic rehabilitation work)
- ☒ Structural (Only with respect to items impacted by seismic rehabilitation work)
- ☐ Architectural (Only with respect to items impacted by seismic rehabilitation work)
- ☐ Mechanical (Only with respect to items impacted by seismic rehabilitation work)
- ☒ Electrical (Only with respect to items impacted by seismic rehabilitation work)
- ☐ Instrumentation and Control (Only with respect to items impacted by seismic rehabilitation work)

2.1.5 PRELIMINARY DESIGN REPORT (PDR) PRODUCTION, CONTENTS AND ORGANIZATION

- A. Preliminary Design Report (PDR) Production involves the preparation of design memos, drawings, calculations, and other supporting material resulting in the PDR.
- B. The CONSULTANT shall combine the materials described below into a draft PDR. The PDR shall be structured as outlined below, with the contents corresponding to the tasks listed in this Scope of Work.

Volume 1 – Preliminary Design Report Technical Memos

Executive Summary

Design Memos

Design Memos 1 through 8.

List of Proposed Specification Sections

Volume 2 – Drawings (see Preliminary Design Drawings list below)

Volume 3 – Submittal Documentation

Calculations

Equipment Data & Catalog Cuts

Decision Log

Meeting Minutes

- C. The Executive Summary shall summarize the conclusions of the Memos included in the report, and specifically include a summary construction schedule and construction cost estimate.
- D. The draft PDR and final PDR shall be submitted in searchable PDF format legible on-screen and as a hard copy. The number of hard copies is indicated in **Exhibit 9 - Deliverables Quantities**. The labeling and organization of the PDF submittal shall be in accordance with **Exhibit 14 - Bluebeam Designer Training for Submission**.
- E. Each design memo shall be a separate file.
- F. The OC San Project Manager may request that the CONSULTANT submit an electronic proof set of the Draft PDR and Final PDR prior to hard copy production in order to initially confirm that the submittal is ready for printing.

2.1.6 PRELIMINARY DESIGN COST ESTIMATE

- A. The CONSULTANT shall provide a Class 3 cost estimate as defined AACE (Association for the Advancement of Cost Engineering) International for the associated PDR submittal indicated below and in accordance with other requirements in **Exhibit 1 - Preliminary Design Report Requirements**. This estimate shall be part of Design Memo No. 8.

2.2 PRELIMINARY DESIGN ACTIVITIES

The following services shall be provided by the CONSULTANT or an appropriately qualified subconsultant. In any case, the CONSULTANT shall be responsible for managing all subconsultants, including reviewing their work products prior to submission to OC San.

2.2.1 PERMITTING ASSISTANCE

A. CONSULTANT services related to Permitting Assistance may span across Phase 2 – Preliminary Design and Phase 3 - Design. These services are required for this project, and they will be based on the requirements of Section III – Project Schedule and the schedule constraints associated with each particular permit. The CONSULTANT shall allocate the budgeted hours between the services in Phase 2 and Phase 3 based on when these services will be required.

B. For all applicable Project Elements of this Scope of Work, CONSULTANT shall provide Bid Documents that ensure that the facility features and the facility performance, and construction procedures comply with all conditions of existing permits and permits required to construct this project. Construction drawings, specifications and supplemental drawings shall be prepared, as necessary, in the format required to obtain all permits.

C. CONSULTANT shall assist OC San in obtaining permits. This assistance shall include completing application forms provided by OC San, preparing supporting documentation for the permit applications as required by the issuing agency, furnishing the required number of copies of all construction drawings and exhibits, and attending meetings with permitting agencies at the request of OC San.

D. With the exception of construction contractor-furnished permits, OC San staff will execute all applications. All permit fees will be paid directly by the OC San and will not be part of CONSULTANT's fee.

E. CONSULTANT shall submit all supporting documentation in a timely fashion for all permits required for this project as described below.

F. Stormwater Permitting

1. Stormwater permitting is not required for this project.

G. Building Permits

1. Building Permits will be required from the City of Fountain Valley. The list of potential City reviewing departments includes:

- a. Building
- b. Fire Department
- c. Public Works

2. The CONSULTANT shall assume **9** meetings at **1** hour each.

2.2.2 PROJECT MANAGEMENT

A. CONSULTANT shall be responsible for managing CONSULTANT's project execution, schedule, budget, subconsultants, and coordination with other projects. The CONSULTANT shall perform the project management requirements in accordance with **Exhibit 3 - Project Management Requirements** with the project specific options identified below.

B. Project Management Plan (PMP):

☐ Not required

☒ Required

☒ PMP approval prior to beginning technical work on the project.

C. Project Logs

☒ Major Decision Log

☒ Project Decision Log

☒ Action Item Log

☒ Decision Issues Log

☒ Meeting Log

☒ Risk Management Log

D. Progress Report

☐ Not required

☒ Required

E. Project Invoices

1. Estimating earned value, tasks shall be further broken down to subtasks of no more than \$100,000.

2. Costs for invoicing shall be grouped into the following work packages:

Work Package	Description	Tasks
3146	Preliminary Design	All Phase 2 tasks.
3250	CONSULTANT Services During Design	Tasks 3.1 through 3.4
		Tasks 3.1 through 3.4, divided into effort by design submittal. FDS is charged against DS3.
3252	Design Submittal 2	
3253	Design Submittal 3	
3254	Bid Support Services	Task 3.4

2.2.3 RISK MANAGEMENT

A. When required below, CONSULTANT shall provide risk management in accordance with **Exhibit 4 - Risk Management Requirements** with the project specific options identified below.

B. Risk Management:

☐ Not required

☒ Required

☐ Initial Risk Workshop

☒ PDR Risk Management Workshop: 4 hours. (held 4 weeks prior to draft PDR)

C. Moderator

1. CONSULTANT shall conduct the Workshops defined in **Exhibit 4 - Risk Management Requirements**. The moderator shall have the following attributes:

- a. Sufficiently technically knowledgeable to understand the nature of the risks involved, but the moderator need not be a subject matter expert.
- b. Not extensively involved in the project to date, so that the moderator has no personal stake in the issues. CONSULTANT's Project Manager and Project Engineers for this project are not considered suitable.

(1) Employed by CONSULTANT, a Subconsultant, or a specific individual.

2. The Preliminary Design Risk Management Workshop shall be planned and scheduled for a duration of 4 hours and will be held via MS Teams Meetings .

2.2.4 QUALITY CONTROL

A. The CONSULTANT shall provide quality control requirements in accordance with **Exhibit 6 - Quality Control Requirements**.

2.3 PDR WORKSHOPS AND MEETINGS

2.3.1 GENERAL

A. Workshop and meeting planning, requirements, agendas, and meeting minutes shall be in accordance with **Exhibit 5 - Workshop and Meeting Requirements**.

2.3.2 PDR PRODUCTION WORKSHOPS

A. Predesign Kickoff Workshop

1. A three-hour project kick-off meeting shall be held with OC San staff to introduce principal members of OC San and CONSULTANT's teams. The discussion topics shall include OC San responsibilities, CONSULTANT's responsibilities, invoice procedures, personnel badges, parking, site access, CONSULTANT's Scope of Work, detailed project schedule with milestones, Work Breakdown Structure requirements, and OC San confined space and other safety policy training.

B. PDR Production Workshops shall be held during Preliminary Design to review the topics listed below. The list below also indicates the number of workshops to be held to cover the specific topic. Unless otherwise noted, each workshop shall be 2 to 4 hours in length.

PDR PRODUCTION WORKSHOPS	
TOPIC	NUMBER OF WORKSHOPS
PDR Production Kickoff	1
PDR Production Workshops	
Structural and Geotechnical Basis for Design	1
Seismic Improvements (cover up to 3 buildings in each workshop)	2
Temporary Facilities Workshop (cover up to 2 building in each workshop)	4

2.3.3 PDR REVIEW WORKSHOPS

A. CONSULTANT shall hold the following workshops to review the draft Preliminary Design Report as required in **Exhibit 5 - Workshop and Meeting Requirements**:

1. Draft PDR Presentation Workshop
2. Draft PDR Review Workshop
3. PDR Validation Workshop

2.3.4 PDR CONSTRUCTABILITY WORKSHOP

A. A constructability workshop shall be held after the draft PDR submittal review to identify any fatal flaws in the design relative to constructability and identify design ideas and changes that would reduce both the initial and long-term costs while assuring a credible construction sequence and approach while maintaining design objectives and performance. Some of the subjects that shall be covered in this workshop include the following: conflicts between design disciplines, geotechnical considerations, construction sequencing, utility outages, equipment shutdowns and protection, personnel access during construction, viability of equipment and staff relocations, safety, operational requirements, access for maintenance, permitting, other local conditions, and constraints.

B. This workshop shall generally be 4 to 6 hours in length. OC San and CONSULTANT staff shall attend this workshop.

C. CONSULTANT shall be responsible for completing the following tasks relative to the workshop:

1. Prepare package for constructability review workshop participants. The package shall consist of detailed plans and specifications and other information selected by CONSULTANT.
2. Prepare presentation on the project.
3. Summarize the constructability review workshop comments and action taken on each comment in a memorandum.
4. All comments and recommendations of the workshop shall be incorporated into Implementation Plan Design Memo and the Bid Documents.

2.3.5 TECHNICAL PROGRESS MEETINGS

A. Technical Progress Meetings shall be held every six weeks to review various issues with OC San's project team. A total of seven meeting shall be held during Preliminary Design Phase. The CONSULTANT shall coordinate with the OC San Project Manager to determine what topics will be covered in what meetings, and what OC San and CONSULTANT team members are required for each.

2.3.6 FOCUSED MEETINGS

A. Focused meetings shall be held throughout preliminary design to discuss specific issues in detail and generate comments and direction from OC San staff. The following tentative list of topics may be covered in these meetings:

1. Utility coordination – Only with respect to structural mitigation impacts.
2. Geotechnical review summary and parameters – Only with respect to structural mitigation issues.

3. Quality control plan
4. Permits
5. OC San Safety Standards
6. City requirements
7. Architectural – Only with respect to structural mitigation impacts.
8. Construction sequencing, staff relocation, equipment protection, and building access during construction.
9. Coordination with other projects
10. Additional meetings as necessary

B. Meeting lengths shall be as required to cover the topic in question. Depending on subject matter and attendees, one meeting may cover multiple subjects. CONSULTANT shall determine how many meetings will be needed to cover these topics. CONSULTANT may suggest additional topics as necessary. Supplementary meetings may be scheduled with OC San staff, as necessary to allow coordination between CONSULTANT and OC San staff.

2.3.7 COORDINATION WITH OTHER PROJECTS MEETINGS

A. The project shall be a complete and fully functional facility that is integrated with existing facilities and coordinated with other construction projects. CONSULTANT shall coordinate potential conflicts with the following adjacent projects and participate in the number of meetings indicated in the following table:

PROJECT COORDINATION MEETINGS		
PROJECT	PROJECT DESCRIPTION	COORDINATION MEETINGS
P1-132	Uninterruptable Power Supply Improvements at Plant 1	1 meeting @ 30 minutes
J-120	Process Control System Upgrades	2 meetings @ 1 hour
P1-128A	Headquarters Complex at Plant No. 1	2 meetings @ 1 hour
P1-138	Industrial Control System & IT Data Center Relocation at Plant No. 1	1 meeting @ 1 hour
FR1-0012	Building B Floor Replacement, Jib Crane, & Forklift Pad	1 meeting @ 30 minutes

3. PHASE 3 – DESIGN

3.0 BID DOCUMENTS

3.0.1 GENERAL

A. CONSULTANT shall provide engineering services to prepare biddable plans, technical specifications, and other Bid Documents as required based on the design concepts and criteria developed during Phase 2 - Preliminary Design. In this Scope of Work, construction documents include specifications and drawings.

B. Seismic Retrofit of Plant No. 1 buildings.

1. Review the PDR, for applicable information regarding each of the buildings to be retrofitted under P1-137. The CONSULTANT shall validate this information, as needed, during the design process.
2. Develop the Work Constraints specific to each building that may be required during the construction phase. These may include identifying and designing temporary facilities and relocation plans that may be required during the construction period.
3. Prepare the construction Work Sequence plan specific to each building, including any construction related mitigations, such as hazardous material abatement, staff relocations, and protection of equipment that cannot be moved. This plan also needs to include any required outages that will be required to accommodate construction activities and the necessary coordination with Operations and Maintenance personnel to schedule these outages.

3.0.2 ENGINEERING DESIGN GUIDELINE UPDATES

A. All changes in OC San's Engineering Standards, OC San's Design Guidelines, and/or changes in design concepts and facility layouts as a result of OC San comments that may occur up to transmittal of OC San comments on Design Submittal 2, shall be incorporated into the Design by CONSULTANT with no increase in CONSULTANT's Not-to-Exceed upper limit on fees.

3.0.3 GENERAL REQUIREMENTS AND ADDITIONAL GENERAL REQUIREMENTS

A. The following are the minimum Additional GRs topics required for this project:

- ☒ Summary of Work
- ☒ Work Sequence
- ☒ Work Restrictions
- ☒ Permits
- ☒ Environmental Restrictions and Controls with respect to dust mitigation and maintaining the required temperatures in the areas with servers, control panels, and other sensitive equipment.
- ☒ Measurement and Payment (includes Mobilization/Demobilization)
- ☒ Seismic Design Criteria (for those restraints, supports, etc. to be design by the Contractor)
- ☒ Shipping, Storage and Handling
- ☒ Project Control Management System (PMWeb construction management software)
- ☒ Hazardous Materials Mitigation and Controls
- ☐ Mold Remediation and Controls

3.0.4 DESIGN SUBMITTALS

A. The CONSULTANT shall produce the following design submittals as indicated below in accordance with **Exhibit 2 - Design Requirements**. If a design submittal is elim

inated, then the design submittal shall include the requirements associated with the required design submittal along with the requirements associated with the previous unchecked design submittals.

- ☐ Design Submittal 1
- ☒ Design Submittal 2
- ☒ Design Submittal 3
- ☒ Final Design Submittal

B. Continuing Work After Design Submittal Submission

For Design Submittals 2 and 3, CONSULTANT shall stop all design work until receipt of OC San comments on that submittal.

3.0.5 CONSTRUCTION SUBMITTAL ITEMS LIST

CONSULTANT shall develop the Construction Submittal Items List in accordance with **Exhibit 2 - Design Requirements**.

3.0.6 TEMPORARY FACILITIES DURING CONTRUCTION

Temporary facilities during construction are required. Prepare plans and work sequence for temporary facilities during construction, as described under the "Temporary Facilities During Construction" paragraph under the Project Elements.

3.1 DESIGN SUPPORT DOCUMENTATION

3.1.1 DESIGN SUBMITTAL SUPPORT DOCUMENTATION

A. The CONSULTANT shall provide a Design Submittal Support Documentation in accordance **Exhibit 2 - Design Requirements**.

B. Design Information

1. CONSULTANT shall include the following material with each Design Submittal:

- a. CONSULTANT shall maintain the Project Logs specified under Phase 2 Project Management through Phase 3. Current copies of all logs shall be included with each Design Submittal.
- b. Written response log to OC San comments on the previous submittal.
- c. Calculations
- d. Draft or final Field Findings Reports not submitted in the previous submittal and those revised since the previous submittal.
- e. All memos that may be prepared since the previous submittal was delivered.

C. Facility Operation and Maintenance

- ☒ Not required.
- ☐ Update operating philosophies
- ☐ Update estimates of Operation and Maintenance staffing requirements

D. Electrical Design Documentation

- ☒ Electrical design documentation not required.
- ☐ Updated Electrical Load Criticality Table
- ☐ Electrical Analysis Report

- ☐ Load list for all equipment
- ☐ Equipment sizing from three manufacturers for motor control centers, switchgear, transformers, and power panels
- ☐ Lighting calculations
- ☐ Standby generator sizing calculations
- ☐ Ductbank cable pulling tension, derating, and cable tray fill calculations

E. Power System Studies

- ☒ ETAP not required.
- ☐ Plant ETAP model for the project performed by OC San.
- ☐ Plant ETAP model for the project performed by CONSULTANT.
- ☐ Electrical Systems Analysis Report performed by CONSULTANT.

3.1.2 CONSTRUCTION COST ESTIMATE

A. The CONSULTANT shall provide a cost estimate for the associated design submittal indicated below in accordance with **Exhibit 2 - Design Requirements**.

- ☐ Design Submittal 1
- ☒ Design Submittal 2
- ☒ Design Submittal 3
- ☒ Final Design Submittal

3.1.3 CONSTRUCTION SCHEDULE

A. The CONSULTANT shall provide a Preliminary Construction Schedule for the associated design submittal indicated below in accordance with **Exhibit 2 - Design Requirements**.

- ☐ Construction Schedule is not Required
- ☐ Design Submittal 1
- ☒ Design Submittal 2
- ☒ Design Submittal 3
- ☒ Final Design Submittal

3.1.4 PROCUREMENT ALTERNATIVES

A. The CONSULTANT shall recommend the appropriate procurement alternatives as described in **Exhibit 2 - Design Requirements**.

- ☒ Procurement alternatives not required
- ☐ Procurement alternatives required

3.2 DESIGN ACTIVITIES

The following services shall be provided by the CONSULTANT or an appropriately qualified subconsultant. In any case, the CONSULTANT shall be responsible for managing all subconsultants, including reviewing their work products prior to submission to OC San.

3.2.1 UTILITY INVESTIGATION

A. CONSULTANT services related to Utility Investigation on the project are specified in Phase 2 – Preliminary Design and those services shall continue during Phase 3 – Design as required. CONSULTANT shall allocate the budgeted hours between Phase 2 and Phase 3 based on when these services will be required.

B. Final Design Submittal Utility Coordination Reviews

1. During DS3 submittal review, an on-site inspection shall be made in the project areas. During the on-site inspection, a senior-level CONSULTANT representative shall walk the site accompanied by OC San's Project Engineer and Supervising Inspector. The CONSULTANT's representative shall be experienced in the location and identification of utilities in the field. During the on-site inspection the CONSULTANT shall document all visible features that indicate utilities within the project area and compare them with the Contract Drawings.

3.2.2 SPECIALTY SERVICE

A. The CONSULTANT shall hire a Specialty Subconsultant that will be needed for any hazardous material mitigation, such as asbestos, lead paint, mold, etc., or any other specialty needs. The CONSULTANT shall create the Scope of Work(s) necessary to facilitate the hiring of this subconsultant and include this in the bid documents.

3.2.3 PERMITTING ASSISTANCE

A. CONSULTANT services related to Permitting Assistance on the project are specified in Phase 2 – Preliminary Design and those services shall continue during Phase 3 - Design. CONSULTANT shall allocate the budgeted hours between the Permitting Assistance services in Phase 2 and Phase 3 based on when these services will be required. CONSULTANT shall submit and obtain approval for the design from City of Fountain Valley at DS 3, to allow incorporation of comments from City of Fountain Valley into FDS and have documents ready for Contractor winning the bid to obtain the permit from the City of Fountain Valley.

3.2.4 PROJECT MANAGEMENT

A. CONSULTANT shall be responsible for managing CONSULTANT's project execution, schedule, budget, subconsultants, and coordination with other projects. CONSULTANT services related to Project Management on the project are specified in Phase 2 – Preliminary Design and those services shall continue during Phase 3 – Design as required. CONSULTANT shall allocate the budgeted hours between Phase 2 and Phase 3 based on when these services will be required.

3.2.5 RISK MANAGEMENT

A. CONSULTANT shall provide risk management in accordance with **Exhibit 4 - Risk Management Requirements**. Moderator shall be as specified for Phase 2 – Preliminary Design.

B. Risk Management:

☐ Not required

☒ Required

☐ DS1 Risk Workshops: 1 hour (held during OC San's review of DS1)

☒ DS2 Risk Workshops: 1 hour (held during OC San's review of DS2)

☒ DS3 Risk Workshop: 2 hours (held during OC San's review of DS3)

3.2.6 QUALITY CONTROL

A. The CONSULTANT shall provide Quality Control requirements in accordance with **Exhibit 6 - Quality Control Requirements**.

☒ Independent Multi-Discipline Design Workshop is not required.

☐ Independent Multi-Discipline Design Workshop is required. (minimum duration of 4 days)

3.3 DESIGN WORKSHOPS AND MEETINGS

3.3.1 GENERAL

A. Workshop and meeting planning, requirements, agendas, and meeting minutes shall be in accordance with **Exhibit 5 - Workshop and Meeting Requirements**.

3.3.2 DESIGN PHASE WORKSHOPS

A. The focus of workshops is to review project progress to date and the technical decisions that have been made in focused meetings. CONSULTANT shall conduct the workshops listed below in Phase 3 – Design. The CONSULTANT shall allow the following time for each workshop:

DESIGN PHASE WORKSHOPS	
WORKSHOP TYPE	DURATION
Design Kickoff Workshop	3 hours
Design Review Meetings	3 hours
Design Validation Meeting	3 hours

B. The Design Review Meetings shall include the following topics, as applicable to the project:

1. Construction
2. Coordination with Operations and Maintenance personnel to identify access to the buildings and equipment that cannot be relocated. Also, protection needed for this equipment and required utilities to remain operational during construction activities.
3. Temporary Facilities (including personnel relocation to/from temporary facilities)
4. Equipment Protection

C. A series of workshops shall be provided for the Design Review Meetings.

D. During final design, workshops shall be held after each design submittal.

3.3.3 PRE-DS3 CONSTRUCTABILITY WORKSHOP

A. A constructability workshop shall be held prior to the DS3 submittal and shall be a three-day workshop. The constructability review is intended to provide OC San with an objective third-party review of the Bid Documents for effectiveness in communicating information to prospective bidders. The review shall determine if the Bid Documents have sufficient information needed to bid and construct the project and avoid misunderstandings and misinterpretations that may lead to conflict, confusion or claims during construction. This review is not a comprehensive plan check, a dimensional check, or a value engineering assignment. Further, it is recognized that comments may only be given on the level of detail provided at this level of design.

B. Constructability review participants shall include highly experienced individuals from construction companies, OC San construction management staff and CONSULTANT construction management staff. Specialty Consultants and discipline engineers may also be included.

C. Each constructability review participant shall receive a package at least two weeks in advance. The package shall include plans and specifications, general conditions, the CPM schedule, the construction cost estimate, permits, and other pertinent information. The confirmation statements regarding the size-critical equipment as required in the Engineering Design Guidelines, Chapter 01, Design Guidelines – General Requirements, Section 01.2.15.2 “Size-Critical Equipment” shall also be included in the review package.

D. The constructability review shall be held on-site.

E. Day 1 shall start with a site visit, for the reviewers to acquaint themselves with the site conditions. After the site visit, the CONSULTANT shall make a short presentation, followed by a question-and-answer period. This is anticipated to take about 1/2 day. The second half of Day 1, Day 2, and the first half of Day 3 shall be individual workdays for the Constructability Review Team. The CONSULTANT shall not attend, although one designated individual from the CONSULTANT's Design Team shall remain to answer questions and gather additional information that the constructability review team might need.

F. On the afternoon of Day 3, the CONSULTANT shall return and listen to comments from the Constructability Review Team. A designated individual shall record the comments, and take notes from the workshop, to document the process.

G. Topics the Constructability Review Team must consider shall include:

1. Project consistency, discrepancies, and constructability issues
2. Contradictions, bid package strategies, and biddability issues
3. Power outages and equipment shutdowns
4. Construction methods and mitigating impacts
5. Viability of equipment relocation
6. Operational requirements (including personnel relocation to/from temporary facilities)
7. Access to make proper connections
8. User-friendliness and safety
9. Coordination with other projects
10. Risk sharing
11. Construction sequencing and schedule, materials storage, and work zone accessibility
12. Clarity of the scope of work, and interface activities
13. Impacts on existing operation
14. Access
15. Cost control
16. Partnering with contractor
17. Other local conditions and constraints

H. The Constructability Review Team shall provide a list of comments and the CONSULTANT shall respond to each comment, selecting those comments to be included in the final plans and specifications.

I. To facilitate the Constructability Review Workshop, CONSULTANT shall complete the following tasks:

1. Prepare package for constructability review participants. The package shall consist of detailed plans and specifications and other information selected by CONSULTANT. The package shall be mailed to participants at least one week prior to the workshop.
2. Arrange for off-site location for Constructability Review Workshop.
3. Provide for a constructability review facilitator.
4. Prepare presentation on the project for the Constructability Review Team.
5. Meet with Constructability Review Team to receive comments.
6. Provide listing of constructability review comments and action taken on each comment. (The summary report of constructability review comments shall be prepared by the Constructability Review Team.)

J. All comments and recommendations of the workshop shall be incorporated into the Bid Documents at no additional cost to OC San.

K. Prior to DS3, the Commissioning Team shall also conduct an additional constructability review of the final Bid Documents to review clarity of the bid package, project completeness, and other issues, as necessary.

3.3.4 DESIGN PHASE MEETINGS

A. Technical Progress Meetings

1. Technical Progress Meetings shall be held every 4 weeks for 2 hours to review various issues with OC San's project team. A total of 8 meetings for 2 hours shall be held during Design Phase. The CONSULTANT shall coordinate with the OC San Project Manager to determine what topics will be covered in what meetings, and what OC San and CONSULTANT team members are required for each.

B. Focused Meetings

1. Focused meetings shall be held throughout design to discuss specific issues in detail and generate comments and direction from OC San staff. The following tentative list of topics may be covered in these meetings:
 - a. Quality control plan
 - b. Common names for facilities and equipment
 - c. Permits
 - d. Safety requirements
 - e. Architectural concepts – Only with respect to structural mitigation impacts.
 - f. Hazardous Area classification (with OC San Authority Having Jurisdiction representative participating)
 - g. Utilities and utility tie-ins

- h. Construction sequencing
- i. Special studies
- j. Coordination with other projects
- k. Additional meetings as necessary

2. Each meeting shall generally be 2-4 hours in length. CONSULTANT shall determine how many meetings will be needed to cover these topics. CONSULTANT may suggest additional topics as necessary. Supplementary meetings may be scheduled with OC San staff, as necessary to allow coordination between the CONSULTANT and OC San staff.

3.3.5 COORDINATION WITH OTHER PROJECTS MEETINGS

A. The project shall be a complete and fully functional facility that is integrated with existing facilities and coordinated with other construction projects. CONSULTANT shall coordinate potential conflicts with adjacent projects and participate in the number of meetings indicated in the table in section 2.3.7 of this Scope of Work.

3.3.6 SAFETY AND RISK MEETING

A. Meet with OC San Safety and Risk Management personnel between DS2 and DS3 to review the plans and specifications in accordance with OC San safety policies and OC San Risk Management goals.

3.3.7 CONSTRUCTION SUBMITTAL ITEMS LIST MEETING

A. Meet with OC San between DS2 and DS3 to review the CONSULTANT's approach to developing the project Construction Submittal Items List using **Exhibit 18** – and the CONSULTANT-provided specifications and discuss the grouping of submittals in commissioning packages and phases.

3.4 BID PHASE SUPPORT SERVICES

3.4.1 BID PHASE SUPPORT SERVICES

A. CONSULTANT shall provide the following bid period services:

- 1. Participate in the pre-bid meeting.
- 2. Prepare project drawing set and project specification addenda to provide clarification and resolve errors and omissions identified prior to bid opening.

3.4.2 BID EVALUATION ASSISTANCE

A. Participate in reviewing alternate equipment proposals from the Contractor, if applicable.

B. Participate in the evaluation of the submitted bids, furnish consultation and advice to OC San staff, and assist with all the related equipment, cost, and other analyses as required to finalize the award decision.

3.4.3 CONFORMED DOCUMENT PREPARATION

A. Within two weeks of the bid date, prepare conformed documents set (drawings, databases, specifications, and other required materials) that incorporates the addenda. See Engineering Design Guidelines, Chapter 01, Design Guidelines – General Requirements, Section 01.4 “Preparation of Project Deliverables” for requirements as

modified in Section V of this Scope of Work, “Project-Specific Deviations from OC San Design Guidelines” and the requirements of the CAD Manual).

4. PHASE 4 – CONSTRUCTION AND INSTALLATION SERVICES

Not in this Scope of Work.

5. PHASE 5 – COMMISSIONING SERVICES

Not in this Scope of Work.

6. PHASE 6 – CLOSE OUT

Not in this Scope of Work.

7. GENERAL REQUIREMENTS

7.0 GENERAL

7.0.1 OC San ENGINEERING DESIGN GUIDELINES AND STRATEGIC PLAN

A. CONSULTANT shall refer to and adhere to the requirements of OC San Safety Standards, OC San Engineering Design Guidelines, any deviations to the Engineering Design Guidelines listed below, and other OC San’s Design Standards referenced therein. **Exhibit 16 - Spec Review using Microsoft Word and Teams**

Exhibit 17 - OC San Engineering Design Guidelines and Standards – Available online at is a complete set of the OC San Safety Standards and OC San Design Standards, the latest edition at the time of the design proposal stage.

C. The Engineering Guidelines define what plant design concepts/tools/methods and project management requirements shall be adhered to and in what manner they shall be used/provided by Consultants, e.g., requirements regarding design concepts, submittals, documentation details, use of OC San Master Specifications, and other related OC San Standards, etc.

D. Refer also to Section “CONSULTANT’s Responsibilities” in OC San Engineering Design Guidelines Chapter 01. Refer to “Master Specifications Instructions for Use” that mandates rules and conventions to be used in all OC San project specifications.

E. The project Scope of Work defines whether or not each specific deliverable described in the Guidelines shall be part of the project and when each task shall take place.

F. The project Scope of Work also includes requirements that supplement and/or modify the Guidelines requirements for this project.

G. The project Scope of Work and OC San Engineering Design Guidelines impact CONSULTANT’s project cost.

H. Except as specified in this Scope of Work, design of all facilities shall conform to the recommendations of the currently approved Master Plan for OC San facilities. The project shall also incorporate all applicable mitigation measures included in associated environmental documents and site-specific local requirements.

I. In addition, OC San will require the CONSULTANT to follow subsequent revisions of OC San Safety Standards, OC San Engineering Design Guidelines, and other OC San Design Standards up to transmittal by OC San of comments on Design Submittal 2, shall

be incorporated into the Design by CONSULTANT with no increase in CONSULTANT's Not-to-Exceed upper limit on fees.

J. OC San may update OC San's Master Specifications and/or add new OC San Master Specifications up to transmittal by OC San of comments on Design Submittal 2. The CONSULTANT shall utilize the new and/or modified Master Specifications for the DS3 submittal.

K. The CONSULTANT shall not begin editing the project specifications until the project team meets with OC San's Design Standards Custodian to discuss and receive comments regarding the CONSULTANT's proposed list of project specifications. This meeting will be used to determine which specifications are to use OC San's master specifications, and where other sources will be utilized.

7.0.2 PROJECT PHASES AND TASKS

A. Project tasks and deliverables shall include the requirements described in this Scope of Work. CONSULTANT shall also refer to Appendix A of OC San Engineering Design Guidelines for the level of detail requirements for individual deliverables in each Phase of the project not covered in the Scope of Work.

7.0.3 CONSTRUCTION SEQUENCING AND CONSTRAINTS

A. CONSULTANT shall develop with OC San staff and include in the Bid Documents detailed requirements for construction sequencing and constraints. These shall ensure safe and reliable operation and maintenance of OC San facilities. The facilities must be kept on-line and fully operational with minimal interruptions throughout construction.

7.0.4 WORKING HOURS

A. Meetings with OC San staff shall be scheduled from Monday through Thursday between the hours of 8:00 AM and 4:00 PM. Any CONSULTANT staff working on-site shall conform to OC San work schedules. CONSULTANT shall refer to the Engineering Design Guidelines, Chapter 01, Section 01.3.5 "CONSULTANT Inspection of Treatment Facilities" for further requirements.

7.0.5 STANDARD DRAWINGS AND TYPICAL DETAILS

A. All the details used in the project (OC San's Standard Drawings and CONSULTANT-developed typical details) shall be shown on the Plans.

7.0.6 SOFTWARE

A. 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:

B. 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 in order 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.

C. Refer to Chapters 10 and 11 and Appendix A of OC San Engineering Design Guidelines for requirements on preparation of Criticality Tables and ETAP, SAT, and

EID databases. Refer to OC San CAD Manual and to Chapter 11 and Appendix A of OC San Engineering Design Guidelines for requirements regarding P&ID drawings.

7.0.7 SUBMITTAL REVIEW USING BLUEBEAM

A. OC San has standardized on the use of Bluebeam Revu for reviewing and providing comments to PDF files. PDF files will be hosted in a Bluebeam cloud-based studio session for review. See **Exhibit 15 - Bluebeam Designer User Training** for a detailed explanation on how Bluebeam will be used to provide, validate, and close submittal review comments.

B. Prior to submitting electronic PDF files, format them as indicated in **Exhibit 14 - Bluebeam Designer Training for Submission** and “OC San CAD Standards Manual” prior to submission.

C. A one-hour training session on the use of Bluebeam and custom status menu will be provided by OC San. All Consultant team members responsible for quality control and reconciliation of submittal comments shall attend.

7.0.8 WORD TRACK CHANGES

A. Specifications documents and other MS-Word based deliverables will be hosted in OC San Teams environment for review. The guidelines for reviewing and commenting on MS-Word files, including Specifications reviews, can be found in **Exhibit 16 - Spec Review using Microsoft Word and Teams**.

7.0.9 PMWEB PROCEDURES

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

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

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

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

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

The OC SAN will provide a one-time free training session of up to two (2) hours to train CONSULTANT's designated staff on general system requirements, procedures, and methods.

Automated system notifications generated via PCMS (e.g. in-system notices, system generated email, or email with attachment) shall constitute a formal written notification in compliance with the Professional Design Service Agreement (PDSA), Professional Construction Service Agreement (PCSA), or Task Order (TO) Agreement.

8. PROJECT-SPECIFIC DEVIATIONS FROM OC SAN DESIGN GUIDELINES

The following Scope sections change the Engineering Design Guidelines requirements for this project and apply to ALL its Project Elements:

8.0 ENGINEERING DESIGN GUIDELINES CHAPTER 01, "DESIGN GUIDELINES – GENERAL REQUIREMENTS"

9. STAFF ASSISTANCE

OC San staff member or designee assigned to work with CONSULTANT on the design of this project is Carmen Quan at 714-404-3208 e-mail to: cquan@ocsan.gov

10. EXHIBITS

Exhibit 1 - Preliminary Design Report Requirements

Exhibit 2 - Design Requirements

Exhibit 3 - Project Management Requirements

Exhibit 4 - Risk Management Requirements

Exhibit 5 - Workshop and Meeting Requirements

Exhibit 6 - Quality Control Requirements

Exhibit 7 - Design Submittal Requirements Matrix

Exhibit 8 - Project Schedule Calculation

Exhibit 9 - Deliverables Quantities

Exhibit 10 - Sample Construction Cost Estimate Format

Exhibit 11 - Sample Full Project Safety Review Plan

Exhibit 12 - Sample Risk Management Check List

Exhibit 13 - MMRP Log Template

Exhibit 14 - Bluebeam Designer Training for Submission

Exhibit 15 - Bluebeam Designer User Training

Exhibit 16 - Spec Review using Microsoft Word and Teams

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

Exhibit 18 – Not Used

Exhibit 19 - Project Reference Material

- PS15-06 Seismic Evaluation of Structures at Plant Nos. 1 and 2

CQ:dm