

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into to be effective the 28th day of July, 2021, by and between the ORANGE COUNTY SANITATION DISTRICT, hereinafter referred to as "OC SAN", and WOODARD & CURRAN, INC., for purposes of this AGREEMENT hereinafter referred to as "CONSULTANT". OC SAN and CONSULTANT are referred to herein collectively as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, OC SAN desires to engage a consultant for Collection System Flow Level Monitoring Study, Project No. PS20-02, to provide professional services to perform a study to monitor the flows in OC SAN's collection system; and,

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

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

WHEREAS, at its regular meeting on July 28, 2021 the Board of Directors, by Minute Order, accepted the recommendation of the Operations Committee to approve this AGREEMENT between OC SAN and CONSULTANT.

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

1. SCOPE OF WORK

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

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

incorporated. CONSULTANT shall ensure that each submittal is 100% accurate for the level of work submitted (i.e. correct references, terms, capitalization or equal status, spelling, punctuation, etc.)

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

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

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

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

2. COMPENSATION

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

- A. Total Compensation

Total compensation shall be in an amount not to exceed Six Hundred Sixteen Thousand, Five Hundred Sixty-two Dollars (\$616,562). 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.

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

H. Reimbursable Direct Costs

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

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

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

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

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

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

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

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

I. Limitation of Costs

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

3. REALLOCATION OF TOTAL COMPENSATION

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

4. PAYMENT

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

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

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

- i. The amount considered by 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 project element,

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

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

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

5. PREVAILING WAGES

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

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

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

7. DOCUMENT OWNERSHIP – CONSULTANT PERFORMANCE

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

All documents in all forms (electronic, paper, etc.), including, but not limited to, studies, sketches, drawings, computer printouts, disk files, and electronic copies prepared in connection with or related to the Scope of Work or Professional Services, shall be the property of OC SAN. OC SAN's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed provided that any use or reuse other than the purpose as detailed in this Agreement are taken at the sole risk of OC SAN. OC SAN ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed prior to that payment. This Section shall apply whether the CONSULTANT's Professional Services are

terminated: a) by the completion of the AGREEMENT, or b) in accordance with other provisions of this AGREEMENT. Notwithstanding any other provision of this paragraph or AGREEMENT, the CONSULTANT shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.

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

8. INSURANCE

A. General

- i. Insurance shall be issued and underwritten by insurance companies acceptable to OC SAN.
- ii. Insurers must have an "A-" Policyholder's Rating, or better, and Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best's Guide Rating. However, OC SAN will accept State Compensation Insurance Fund, for the required policy of Worker's 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 unless aggregate applies separately to this project (via use of ISO CG 25 03 or 25 04), then aggregate limit = Two Million Dollars \$2,000,000 (i.e., ½ the general aggregate. Said insurance shall include coverage for the following hazards: Premises-Operations, blanket contractual liability (for this AGREEMENT), products liability/completed operations (including any product manufactured or assembled), broad form property damage, blanket contractual liability, independent contractor's liability, personal and advertising injury, mobile equipment, owners and contractors protective liability, and cross liability and severability of interest clauses. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement(s). If requested by OC SAN and applicable, XCU coverage (Explosion, Collapse and Underground) and Riggers/On Hook Liability must be included in the General Liability policy and coverage must be reflected on the submitted Certificate of Insurance.

C. Umbrella Excess Liability

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

D. Automotive/Vehicle liability Insurance

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

F. Worker's Compensation Insurance

The CONSULTANT shall provide such Workers' Compensation Insurance as required by the Labor Code of the State of California in the amount of the statutory limit, including Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. Such Worker's Compensation Insurance shall be endorsed to provide for a waiver of subrogation in favor of 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. Proof of Coverage

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

- Certificate of Insurance ACORD Form 25 (5/2010) or equivalent.
- Additional Insurance (General Liability) (ISO Form) CG2010 11 85 or
The combination of (ISO Forms)
CG 2010 10 01 and CG 2037 10 01

All other Additional Insured endorsements must be submitted for approval by OC SAN, and OC SAN may reject alternatives that provide different or less coverage to OC SAN.
- Additional Insured (Auto Liability) Submit endorsement provided by carrier for OC SAN approval.
- Waiver of Subrogation State Compensation Insurance Fund Endorsement No. 2570 or equivalent.
- Cancellation Notice State Compensation Insurance Fund Endorsement No. 2065 or equivalent.

H. Cancellation Notice

Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice. The Cancellation Section of ACORD Form 25 (5/2010) shall state the required thirty (30) days' written notification. The policy shall not terminate, nor shall it be cancelled, nor the coverage reduced until thirty (30) days after written notice is given to OC SAN except for nonpayment of premium, which shall require not less than ten (10) days written notice to OC SAN. Should there be changes in coverage or an increase in deductible or SIR amounts, the CONSULTANT shall send to OC SAN a certified letter which includes a description of the changes in coverage and/or any increase in deductible or SIR amounts. The certified letter must be sent to the attention of Risk Management, and shall be received by OC SAN not less than thirty (30) days prior to the effective date of the change(s) if the change would reduce coverage or increase deductibles or SIR amounts or otherwise reduce or limit the scope of insurance coverage provided to OC SAN.

I. Primary Insurance

All 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.

J. Separation of Insured

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

K. 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.

L. 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.

M. Defense Costs

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

N. 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.

O. Limits Are Minimums

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

9. SCOPE CHANGES

In the event of a change in the Scope of Work or a change in the proposed Project, 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.

10. PROJECT TEAM AND SUBCONSULTANTS

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

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

11. ENGINEERING REGISTRATION

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

12. AUDIT PROVISIONS.

- A. OC SAN retains the reasonable right to access, review, examine, and audit, any and all books, records, documents and any other evidence of procedures and practices that OC SAN determines are necessary to discover and verify that the CONSULTANT is in compliance with all requirements under this AGREEMENT. The CONSULTANT shall include OC SAN's right as described above, in any and all of their subcontracts, and shall ensure that these rights are binding upon all Subconsultants.
- B. OC SAN retains the right to examine CONSULTANT's books, records, documents and any other evidence of procedures and practices that OC SAN determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred or to ensure CONSULTANT's compliance with all requirements under this AGREEMENT during the term of this AGREEMENT and for a period of three (3) years after its termination.
- C. CONSULTANT shall maintain complete and accurate records in accordance with generally accepted industry standard practices and OC SAN's policy. The CONSULTANT shall make available to OC SAN for review and audit, all project related accounting records and documents, and any other financial data within 15 days after receipt of notice from OC SAN. Upon OC SAN's request, the CONSULTANT shall submit exact duplicates of originals of all requested records to OC SAN. If an audit is performed, CONSULTANT shall ensure that a qualified employee of the CONSULTANT will be available to assist OC SAN's auditor in obtaining all Project related accounting records and documents, and any other financial data.

13. LEGAL RELATIONSHIP BETWEEN PARTIES

The legal relationship between the parties hereto is that of an independent contractor and nothing herein shall be deemed to transform CONSULTANT, its staff, independent contractors, or Subconsultants into employees of OC SAN. CONSULTANT'S staff performing services under the AGREEMENT shall at all times be employees and/or independent contractors of CONSULTANT. CONSULTANT shall monitor and control its staff and pay wages, salaries, and other amounts due directly to its staff in connection with the AGREEMENT. CONSULTANT shall be responsible for hiring, review, and

termination of its staff and shall be accountable for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

14. NOTICES

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

ORANGE COUNTY SANITATION DISTRICT
10844 Ellis Avenue
Fountain Valley, CA 92708-7018
Attention: Clarice Marcin, Senior Contracts Administrator
Copy: Daniel Lee, Project Manager

CONSULTANT:
WOODARD & CURRAN, INC.
Gisa Ju, P.E., Senior Technical Practice Leader
24422 Avenida de la Carlota, Suite 180
Laguna Hills, CA 92653

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

15. TERMINATION

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

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

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

16. DOCUMENTS AND STUDY MATERIALS

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

17. COMPLIANCE

A. Labor

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

B. Air Pollution

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

18. AGREEMENT EXECUTION AUTHORIZATION

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

19. DISPUTE RESOLUTION

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

20. ATTORNEY'S FEES, COSTS AND NECESSARY DISBURSEMENTS

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

21. WARRANTY

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

22. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend (at CONSULTANT's sole cost and expense and with legal counsel approved by OC SAN, which approval shall not be unreasonably withheld), protect and hold harmless OC SAN and all of OC SAN's officers, directors, employees, CONSULTANT's, and agents

(collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or CONSULTANT's fees and costs and OC SAN's general and administrative expenses; individually, a "Claim"; collectively, "Claims") which may arise from or are in any manner related, directly or indirectly, to any work performed, or any operations, activities, or services provided by CONSULTANT in carrying out its obligations under this AGREEMENT to the extent of the negligent, recklessness and/or willful misconduct of CONSULTANT, its principals, officers, agents, employees, CONSULTANT's suppliers, CONSULTANT, Subconsultants, subcontractors, and/or anyone employed directly or indirectly by any of them, regardless of any contributing negligence or strict liability of an Indemnified Party. Notwithstanding the foregoing, nothing herein shall be construed to require CONSULTANT to indemnify the Indemnified Parties from any Claim arising solely from:

- (A) the active negligence or willful misconduct of the Indemnified Parties; or
- (B) a natural disaster or other act of God, such as an earthquake; or
- (C) the independent action of a third party who is neither one of the Indemnified Parties nor the CONSULTANT, nor its principal, officer, agent, employee, nor CONSULTANT's supplier, CONSULTANT, Subconsultant, subcontractor, nor anyone employed directly or indirectly by any of them.

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

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

23. DUTY TO DEFEND

The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend shall exist regardless of any ultimate liability of CONSULTANT and shall be consistent with Civil Code section 2782.8. Such defense obligation shall arise immediately upon presentation of a Claim by any person if, without regard to the merit of the Claim, such Claim could potentially result in an obligation to indemnify one or more Indemnified Parties, and upon written notice of such Claim being provided to CONSULTANT. Payment to CONSULTANT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. In the event a final judgment, arbitration, award, order, settlement, or other final resolution

expressly determines that the claim did not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, to any extent, then OC SAN will reimburse CONSULTANT for the reasonable costs of defending the Indemnified Parties against such claims.

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

24. COMPLIANCE WITH OC SAN POLICIES AND PROCEDURES

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

25. CLOSEOUT

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

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

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

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

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

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

26. ENTIRE AGREEMENT

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

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

WOODARD & CURRAN, INC.

By _____
Date _____

Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By _____
John B. Withers
Board Chairman
Date _____

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

By _____
Ruth Zintzun
Purchasing & Contracts Manager
Date _____

- Attachments: Attachment "A" – Scope of Work
Attachment "B" – Not Used
Attachment "C" – Not Used
Attachment "D" – Allowable Direct Costs
Attachment "E" – Fee Proposal Form
Attachment "F" – Not Used
Attachment "G" – Cost Matrix and Summary
Attachment "H" – Not Used
Attachment "I" – Not Used
Attachment "J" – Not Used
Attachment "K" – Contractor Safety Standards

CMM

ATTACHMENT “A”

SCOPE OF WORK

ATTACHMENT "A"

SCOPE OF WORK

Collection System Flow Level Monitoring Study
PS20-02

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I. SUMMARY

Provide services for the preparation of the Orange County Sanitation District (OC San) Collection System Flow Level Monitoring Study and supporting documentation described herein.

The purpose of the Collections Level Monitoring Study is to verify the results of the latest OC San collection system hydraulic model by monitoring the level at critical locations within the collections system to verify and prioritize future capacity-driven collection system capital projects.

II. BACKGROUND, GENERAL PROJECT DESCRIPTION, AND OBJECTIVES

BACKGROUND

OC San is a public agency that provides wastewater collection, treatment, and disposal services for approximately 2.6 million people in central and northwest Orange County. OC San is a special district that is governed by a Board of Directors consisting of 25 board members appointed from 20 cities, two sanitary districts, two water districts, and one representative from the Orange County Board of Supervisors. OC San has two operating facilities that treat wastewater from residential, commercial, and industrial sources.

OC San's current hydraulic model was first developed in 2006 as part of the Strategic Plan Update (SPU; J-101). The goal of the SPU was to identify potential capacity deficiencies within OC San's wastewater conveyance system for future capital planning efforts and to meet newly established regulatory requirements. Subsequently, the Collections Capacity Evaluation Study (PS15-08) was completed in 2019 to revise and further develop the hydraulic model and to prioritize future capacity driven collection system capital projects.

GENERAL PROJECT DESCRIPTION

CONSULTANT will install flow monitors and collect flow data at eleven (11) critical locations within OC San's collection system (pre-determined by OC San) during the next three wet weather seasons (November 2021 to April 2024). CONSULTANT will also collect rainfall data from publicly-available databases and analyze the return period of any rainfall events during these wet weather seasons and validate the results of the hydraulic model.

III. PROJECT SCHEDULE

Table 1 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 deadlines indicated in that table.

Table 1 – Project Milestones and Deadlines

MILESTONE	DEADLINE
Kickoff Meeting	The kickoff meeting will be scheduled to coincide with the Project Notice to Proceed (NTP).
Install flow meters	November 1, 2021
Submit draft Technical Memorandum 1 (TM1) for wet weather season (Nov 2021 – Apr 2022)	July 1, 2022
OC SAN Review of draft TM 1	20 workdays from receipt of draft TM1
Submit Final Technical Memorandum 1	15 workdays from receipt of OC San comments on draft TM1
Submit draft Technical Memorandum 2 (TM2) for wet weather season (Nov 2022 – Apr 2023)	July 1, 2023 or November 1, 2023 depending on whether the Task 2 modeling work is triggered in Year 2.
OC SAN Review of draft TM 2	20 workdays from receipt of draft TM2
Submit Final Technical Memorandum 2	15 workdays from receipt of OC San comments on draft TM2
Submit draft Technical Memorandum 3 (TM3) for wet weather season (Nov 2023 – Apr 2024)	November 1, 2024
OC SAN Review of draft TM 3	20 workdays from receipt of Draft TM 3
Submit Final Technical Memorandum 3	15 workdays from receipt of OC San comments on draft TM3
Submit Final Report	30 workdays from the last Final Technical Memorandum submittal

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

IV. PROJECT EXECUTION

TASK 1 – DATA COLLECTION

The purpose of this task is to collect the data necessary to accurately characterize storm characteristics, verify the existing collection system model to present wet weather flow patterns, and better enumerate the amount of inflow and infiltration introduced into the regional sewer system from defined basin areas.

TASK 1.1 – EQUIPMENT SELECTION, INSTALLATION, MAINTENANCE, AND REMOVAL

The objective of this task is to complete flow monitor installation by November 1, 2021 and to collect data for one wet weather season up to a span of three (3) wet weather seasons (November 1, 2021 – April 30, 2024); however, if an adequate storm event is captured prior to the end of the intended flow monitoring period, the monitors may be removed from service. For example, if a significant rainfall event is observed in the first wet weather season (November 2021 - April 2022), monitoring will not be necessary for the subsequent two wet weather seasons. The CONSULTANT shall coordinate the installation and removal of all equipment with OC San, local agencies, and other necessary entities. Within the separate fee attachment, the CONSULTANT shall present flow monitoring activity tasks to a level of detail so a credit can be determined in the case they are removed early.

Along with depth and velocity, the flow monitoring equipment shall also measure the surcharge depths and sewer spills conditions if they are present or persist for any duration of time. Physical measurements of the inside diameter of the pipe and channel should be attempted if it can be accomplished without entering the manhole.

The CONSULTANT shall be responsible for providing traffic control plans and traffic control related services in accordance with local regulations, work hours, and day restrictions. The CONSULTANT shall apply for all traffic control permits, encroachment permits, and pay all fees for said permits. Any required traffic control plans shall be prepared by the CONSULTANT (or subcontractor) and submitted to the appropriate authority for review and approval. The CONSULTANT is responsible to pay for the traffic control service and any traffic control plans that may be required. The CONSULTANT will be directly reimbursed for fees and shall estimate them as a direct cost. The CONSULTANT shall not expect any assistance from OC San for any traffic control or manhole access support.

The CONSULTANT shall submit an equipment installation, maintenance, and removal schedule to OC San staff for review and approval prior to beginning the work. Any changes to the schedule should be reviewed by all impacted parties prior to final approval.

The CONSULTANT shall provide maintenance services for all installed monitoring equipment and appurtenances for the duration of the monitoring period. CONSULTANT shall guarantee 90 percent uptime of all equipment by providing regular maintenance and replacement of parts and sensors as necessary. The CONSULTANT shall also provide all necessary operations and administrative services for the monitoring network for the duration of the monitoring period. Administrative and operation services shall include but not be limited to the following:

- 1) Equipment inspection (including repair and/or replacement)
- 2) Monitoring equipment statuses
- 3) Response to equipment event notifications
- 4) Response due to equipment malfunction
- 5) Respond to OC San Maintenance requests in or around the monitoring equipment (assume 8 response trips)
- 6) Repair of assets disturbed by meters and equipment in accordance with OC San standards

Regular maintenance services shall consist of scheduled preventative maintenance, calibration, and repair services, including all parts and labor required to keep the hardware, software and system performance in compliance with manufacturer's specifications.

Repairs to damaged meter equipment or related hardware made necessary by the following factors are expressly excluded from the scope of this contract:

- Work (construction, road or sewer maintenance, etc.) performed by those other than the CONSULTANT;
- Replacement of corroded sensors due to repeated misuse of the sewer system (unusually high H₂S or introduction of unusually corrosive agents into the system);
- Acts of vandalism;
- Acts of God

The CONSULTANT shall validate preliminary data and verify equipment installation and correct operation. All calibrations, installations, maintenance services, and removals of equipment will be performed by the CONSULTANT. Daily remote internet access to data is required for the duration of the data collection period. If the data indicates a potential problem, the CONSULTANT shall immediately dispatch personnel to visually inspect the monitoring device and remedy the situation.

Upon completion of the flow monitoring timeframe, the CONSULTANT will completely remove all equipment and ensure that the asset (manhole or manhole liner) is not damaged by the installation or removal of the flow monitoring equipment. If the asset is damaged the CONSULTANT shall immediately notify OC San's project manager. The CONSULTANT shall repair the asset to OC San standards. OC San personnel will determine if the repair has been completed to OC San standards.

All damage caused by the installation of the flow monitoring equipment shall be repaired by the CONSULTANT. PVC t-lock liner repairs shall be made using personnel that have proper certifications to do so. Repairs to coatings shall be made per manufacture's recommendations. Minor concrete patches shall be sealed with a polyurethane sealant. For all repairs, where there is not an OC San Inspector present, before and after pictures shall be taken and submitted to OC San.

Deliverables:

- Flow monitor installation, maintenance, and removal schedule
- Flow monitor equipment description and specifications
- Flow Monitoring Data (included as an appendix in the Technical Memorandum described in Task 2.1)

TASK 1.2 – RAINFALL DATA

The purpose of acquiring rainfall data is to accurately estimate the spatial distribution of rainfall. Rainfall estimates that provide complete coverage of OC San's service boundary for the duration of the flow monitoring period shall be acquired by the CONSULTANT through publicly-available databases. Preferred data resolution is approximately 1.5 square miles. CONSULTANT shall analyze the collected rainfall data and determine the storm return period and produce a Rain Event Analysis.

CONSULTANT shall confer with OC San and recommend if the rainfall data and event that was observed during the respective wet weather season warrants further effort. If it is agreed to proceed, the CONSULTANT shall perform hydraulic model simulations described in Task 2.1. If further efforts are deemed not necessary, the analysis shall be reserved for future efforts. CONSULTANT shall assume that one wet weather season will not produce a significant response within the sewer section and hydraulic modeling (Task 2.1) will not be necessary.

Deliverables:

- Map of rain gauge locations and corresponding identifier
- Pertinent information about the rain gauges (identifier, type, etc.)
- Rain Event Analysis and observed impacts on the sewer system (describe all assumptions and data adjustments) included as an appendix in the Technical Memorandum described in Task 2.1

TASK 2 – DATA ANALYSIS AND REPORTING

TASK 2.1 DATA ANALYSIS AND MODELING

After the conclusion of a wet weather season on April 30, the CONSULTANT shall compile and analyze data in Task 1; calculate comparative statistics; prepare and provide a program summary report of the respective wet season; perform a model simulation with OC San's hydraulic modeling software at each of the locations when directed by OC San during Task 1.2; and compare and verify the empirical results with OC San's existing model results for each location. CONSULTANT shall purchase gauge adjusted radar rainfall (GARR) data covering the storm event(s) to be used to perform the model simulations. The GARR data will cover up to one month of data and shall only be purchased once to complete the modeling work. The technical memorandum shall contain but not be limited to the following for each monitoring site:

- Storm return interval
- General comparative statistics
- Percentage of monitor up-time
- Surcharge depths and length of time
- Spill volume estimate
- Comparison to OC San's modeling results
- When directed by OC San, perform model simulation with observed rainfall event data for each location
- Validate and provide recommendations at each monitoring site.
 - There is a planned Capital Project at each site based on the existing hydraulic model, 10-year wet weather event. Does the observed data and model simulations support the need for the Capital Project?
 - OC San Staff will provide criteria that determines the need for a Capital Project (i.e. depth from spilling). The CONSULTANT shall plan to conduct modeling and data analysis that will work within the criteria.

The modeling work to compare and verify the empirical results with OC San's existing model results at each flow monitoring location shall only be done for one wet weather flow monitoring season as directed by OC San during Task 1.2.

Deliverables:

- Technical Memorandums

TASK 2.2 FINAL REPORT

After OC San’s review of a Technical Memorandum, OC San will determine whether or not an adequate rain event was observed during the respective wet weather season. Once OC San provides the determination, the CONSULTANT shall compile the Technical Memorandums complete with appendices, and provide a Final Report. The report shall contain but not be limited to the following:

- Executive Summary
- Notable events and results of the entire timeline of the project
- Verification of OC San’s model results
- Recommendations of prioritization of capital projects

Deliverables:

- Final Study Report

TASK 3 - PROJECT MANAGEMENT

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

TASK 3.1 PROJECT MANAGEMENT PROGRESS MEETINGS

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

TASK 3.2 PROJECT SCHEDULE

CONSULTANT shall create a detailed project schedule. The schedule shall include milestones for all dates listed in Section III – Project Schedule. Schedule updates shall be submitted with the monthly Progress Report.

At a minimum, the schedule shall indicate the following:

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

- Physical percent complete for each activity in the WBS and percent complete by Phase

TASK 3.3 PROGRESS REPORTS

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

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

TASK 3.4 PROJECT INVOICES

The invoices shall document the man-hours and billing rate for each person that works on the project, except costs for flow monitoring will be billed on a unit price basis as provided in the cost estimate. Overhead, profit and any direct costs shall also be shown for each task. As part of the summary section of the invoice, CONSULTANT shall also include the following information:

- Budget
- Current billing period invoicing
- Previous billing period “total invoiced to date”
- Budget Amount Remaining
- Current billing period “total percent invoiced to date”

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

TASK 4 – MEETINGS AND WORKSHOPS

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

CONSULTANT shall assume the following meetings will be required during PDR Production.

Task	Number of Meetings/ Workshops	Proposed Topics
N/A	<ul style="list-style-type: none"> One 1-hr Project Kickoff 	<ul style="list-style-type: none"> Introduce project team, present project approach plan including deliverables
1	<ul style="list-style-type: none"> One 1-hr meetings (each wet weather season) 	<ul style="list-style-type: none"> Present and Review Data Collection
2	<ul style="list-style-type: none"> One 1.5-hr meetings (per wet weather season) One 1-hr meeting 	<ul style="list-style-type: none"> Present and Review Draft Technical Memorandum Receiving OC San comments Present Final Technical Memorandum Present Final Study Report Receiving OC San comments

CONSULTANT shall transmit the minutes to the OC San Project Manager within 3 business days of the meeting in MS Word format using OC San’s template, or an approved substitution.

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

TASK 5 - QUALITY CONTROL

CONSULTANT shall be responsible for the technical adequacy and quality control of his work. Prior to the submittal to OC San, each portion of a submittal shall be thoroughly reviewed and corrected by a member of the CONSULTANT’s QC Team. The reviewer shall attest to their review in the form of a written affidavit outlining the submittal subject and identifying the corrected deficiencies. Flow monitoring raw data shall be reviewed and edited as necessary, for all data that is used during a significant storm event.

V. GENERAL REQUIREMENTS

GENERAL

Working Hours

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

Software

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

Windows 10 Professional

Esri software 10.7.1 (ArcGIS Desktop, fGDB, pGDB or shapefile formats)

Microsoft Internet Explorer 11

Autodesk software version 2018 (AutoCAD, AutoCAD Map3D or compatible dwg file format)

Microsoft Office 365

Innovyze ICM Hydraulic Model version 10.5

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.

VI. STAFF ASSISTANCE

OC San staff member or designee assigned to work with CONSULTANT on the design of this project is Daniel Lee at (714) 593-7176, e-mail to: dlee@ocsan.gov.

EXHIBITS:

- | | |
|------------------|---|
| Exhibit 1 | Schematic of OC San Regional Collection System |
| Exhibit 2 | Map of Flow Monitor Locations |
| Exhibit 3 | Flow Monitor Site Maps |
| Exhibit 4 | PS15-08 Collections Capacity Evaluation Study |