



SPECIAL NOTICE
PUBLIC ATTENDANCE & PARTICIPATION AT PUBLIC MEETINGS
Operations Committee Meeting
Wednesday, September 6, 2023
5:00 p.m.

Your participation is always welcome. OC San offers several ways in which to interact during meetings. You will find information as to these opportunities below.

IN-PERSON MEETING ATTENDANCE

You may attend the meeting in-person at the following location:

Orange County Sanitation District
Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708

ONLINE MEETING PARTICIPATION

You may join the meeting live via Teams on your computer or similar device or web browser by using the link below:

[Click here to join the meeting](#)

We suggest testing joining a Teams meeting on your device prior to the commencement of the meeting. For recommendations, general guidance on using Teams, and instructions on joining a Teams meeting, [please click here](#).

Please mute yourself upon entry to the meeting. Please raise your hand if you wish to speak during the public comment section of the meeting. The Clerk of the Board will call upon you by using the name you joined with.

Meeting attendees are not provided the ability to make a presentation during the meeting. Please contact the Clerk of the Board at least 48 hours prior to the meeting if you wish to present any items. Additionally, camera feeds may be controlled by the meeting moderator to avoid inappropriate content.

HOW TO PARTICIPATE IN THE MEETING BY TELEPHONE

To join the meeting from your phone: Dial (213) 279-1455
When prompted, enter the Phone Conference ID: 504 453 384#

All meeting participants may be muted during the meeting to alleviate background noise. If you are muted, please use *6 to unmute. You may also mute yourself on your device.

Please raise your hand to speak by use *5, during the public comment section of the meeting. The Clerk of the Board will call upon you by using the last 4 digits of your phone number as identification.

NOTE: All attendees will be disconnected from the meeting at the beginning of Closed Session. If you would like to return to the Open Session portion of the meeting, please login or dial-in to the Teams meeting again and wait in the Lobby for admittance.

WATCH THE MEETING ONLINE

The meeting will be available for online viewing at:

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

SUBMIT A COMMENT

You may submit your comments and questions in writing for consideration in advance of the meeting by using the eComment feature available online at: <https://ocsd.legistar.com/Calendar.aspx> or sending them to OCSanClerk@ocsan.gov with the subject line "PUBLIC COMMENT ITEM # (insert the item number relevant to your comment)" or "PUBLIC COMMENT NON-AGENDA ITEM".

You may also submit comments and questions for consideration during the meeting by using the eComment feature available online at: <https://ocsd.legistar.com/Calendar.aspx>. The eComment feature will be available for the duration of the meeting.

All written public comments will be provided to the legislative body and may be read into the record or compiled as part of the record.

For any questions and/or concerns, please contact the Clerk of the Board's office at 714-593-7433. Thank you for your interest in OC San!

August 29, 2023

NOTICE OF REGULAR MEETING

**OPERATIONS COMMITTEE
ORANGE COUNTY SANITATION DISTRICT**

Wednesday, September 6, 2023 – 5:00 P.M.

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708

ACCESSIBILITY FOR THE GENERAL PUBLIC

Your participation is always welcome. Specific information as to how to participate in this meeting is detailed on the Special Notice attached to this agenda. In general, OC San offers several ways in which to interact during this meeting: you may participate in person, join the meeting live via Teams on your computer or similar device or web browser, join the meeting live via telephone, view the meeting online, and/or submit comments for consideration before or during the meeting.

The Regular Meeting of the Operations Committee of the Orange County Sanitation District will be held at the above location and in the manner indicated on Wednesday, September 6, 2023 at 5:00 p.m.



Clerk of the Board

- Serving:*
- Anaheim
 - Brea
 - Buena Park
 - Cypress
 - Fountain Valley
 - Fullerton
 - Garden Grove
 - Huntington Beach
 - Irvine
 - La Habra
 - La Palma
 - Los Alamitos
 - Newport Beach
 - Orange
 - Placentia
 - Santa Ana
 - Seal Beach
 - Stanton
 - Tustin
 - Villa Park
 - County of Orange
 - Costa Mesa Sanitary District
 - Midway City Sanitary District
 - Irvine Ranch Water District
 - Yorba Linda Water District

OPERATIONS COMMITTEE MEETING DATE	BOARD MEETING DATE
09/06/23	09/27/23
10/04/23	10/25/23
11/01/23	11/15/23 *
12/06/23	12/14/23 **
JANUARY DARK	01/24/24
02/07/24	02/28/24
03/06/24	03/27/24
04/03/24	04/24/24
05/01/24	05/22/24
06/05/24	06/26/24
07/10/24 ***	07/24/24
AUGUST DARK	08/28/24

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

ROLL CALL

OPERATIONS COMMITTEE Engineering and Operations & Maintenance

Meeting Date: September 6, 2023

Time: 5:00 p.m.

Adjourn: _____

COMMITTEE MEMBERS (14)

Marshall Goodman (Chair)	
Bob Ooten (Vice-Chair)	
Brad Avery	
Doug Chaffee	
Jon Dumitru	
Stephen Faessel	
Phil Hawkins	
Johnathan Ryan Hernandez	
Stephanie Klopfenstein	
Scott Minikus	
Schelly Sustarsic	
Bruce Whitaker	
Chad Wanke (Board Chair)	
Ryan Gallagher (Board Vice-Chair)	

OTHERS

Brad Hogin, General Counsel	
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STAFF

Rob Thompson, General Manager	
Lorenzo Tyner, Assistant General Manager	
Mike Dorman, Director of Engineering	
Laura Maravilla, Director of Human Resources	
Riaz Moinuddin, Director of Operations & Maintenance	
Wally Ritchie, Director of Finance	
Lan Wiborg, Director of Environmental Services	
Kelly Lore, Clerk of the Board	

ORANGE COUNTY SANITATION DISTRICT
BOARD OF DIRECTORS
Complete Roster

Effective 08/09/2023

AGENCY/CITIES	ACTIVE DIRECTOR	ALTERNATE DIRECTOR
Anaheim	Stephen Faessel	Natalie Meeks
Brea	Christine Marick	Cecilia Hupp
Buena Park	Susan Sonne	Art Brown
Cypress	Scott Minikus	Bonnie Peat
Fountain Valley	Glenn Grandis	Ted Bui
Fullerton	Bruce Whitaker	Nick Dunlap
Garden Grove	Stephanie Klopfenstein	John O'Neill
Huntington Beach	Pat Burns	Gracey Van Der Mark
Irvine	Farrah N. Khan	Tammy Kim
La Habra	Rose Espinoza	Jose Medrano
La Palma	Marshall Goodman	Debbie Baker
Los Alamitos	Jordan Nefulda	Emily Hibard
Newport Beach	Brad Avery	Erik Weigand
Orange	Jon Dumitru	John Gyllenhammer
Placentia	Chad Wanke	Ward Smith
Santa Ana	Johnathan Ryan Hernandez	Benjamin Vazquez
Seal Beach	Schelly Sustarsic	Nathan Steele
Stanton	David Shawver	Carol Warren
Tustin	Ryan Gallagher	Austin Lumbard
Villa Park	Robbie Pitts	Jordan Wu

Sanitary/Water Districts

Costa Mesa Sanitary District	Bob Ooten	Art Perry
Midway City Sanitary District	Andrew Nguyen	Mark Nguyen
Irvine Ranch Water District	John Withers	Douglas Reinhart
Yorba Linda Water District	Phil Hawkins	Tom Lindsey

County Areas

Board of Supervisors	Doug Chaffee	Donald P. Wagner
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OPERATIONS COMMITTEE
Regular Meeting Agenda
Wednesday, September 6, 2023 - 5:00 PM
Board Room
Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

ACCOMMODATIONS FOR THE DISABLED: If you require any special disability related accommodations, please contact the Orange County Sanitation District (OC San) Clerk of the Board's office at (714) 593-7433 at least 72 hours prior to the scheduled meeting. Requests must specify the nature of the disability and the type of accommodation requested.

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

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

MEETING RECORDING: A recording of this meeting is available within 24 hours after adjournment of the meeting at <https://ocsd.legistar.com/Calendar.aspx> or by contacting the Clerk of the Board at (714) 593-7433.

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

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

General Manager: Rob Thompson, rthompson@ocsan.gov / (714) 593-7110
Asst. General Manager: Lorenzo Tyner, ltyner@ocsan.gov / (714) 593-7550
Director of Engineering: Mike Dorman, mdorman@ocsan.gov / (714) 593-7014
Director of Environmental Services: Lan Wiborg, lwiborg@ocsan.gov / (714) 593-7450
Director of Finance: Wally Ritchie, writchie@ocsan.gov / (714) 593-7570
Director of Human Resources: Laura Maravilla, lmavilla@ocsan.gov / (714) 593-7007
Director of Operations & Maintenance: Riaz Moinuddin, rmoinuddin@ocsan.gov / (714) 593-7269

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

Clerk of the Board

PUBLIC COMMENTS:

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REPORTS:

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

CONSENT CALENDAR:

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

1. APPROVAL OF MINUTES**[2023-3157](#)****RECOMMENDATION:**

Approve minutes of the Regular meeting of the Operations Committee held July 5, 2023.

Originator: Kelly Lore

Attachments: [Agenda Report](#)
[07-05-2023 Operations Committee Minutes](#)

2. CENGEN AND 12KV SERVICE CENTER SWITCHGEAR BATTERY SYSTEM UPGRADES AT PLANT NO. 1, PROJECT NO. FR1-0005**[2021-1431](#)**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Cengen and 12kV Service Center Switchgear Battery System Upgrades at Plant No. 1, Project No. FR1-0005;

B. Award a Construction Contract to Mass Electric Construction Co. for Cengen and 12kV Service Center Switchgear Battery System Upgrades at Plant No.1, Project No. FR1-0005, for a total amount not to exceed \$970,000; and

C. Approve a contingency of \$97,000 (10%).

Originator: Mike Dorman

Attachments: [Agenda Report](#)
[FR1-0005 Contract Agreement](#)

3. ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT [2023-2999](#)

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Engineering Program Contract Performance Report for the period ending June 30, 2023.

Originator: Mike Dorman

Attachments: [Agenda Report](#)
[Contract Performance Report](#)

4. MP2-0010 PRIMARY EFFLUENT PUMP STATION PUMP NOS. 1, 2, AND 3 OVERHAUL AT PLANT NO. 2 [2023-3018](#)

RECOMMENDATION: Recommend to the Board of Directors to:

A. Approve a Sole Source Services Contract for MP2-0010 Primary Effluent Pump Station (PEPS) Pump Nos. 1, 2, and 3 Overhaul at Plant No. 2 to Vaughan's Industrial Repair Co., Inc. to rebuild three (3) Fairbanks Morse vertical pumps, for a total amount not to exceed \$619,774; and

B. Approve a contingency of \$61,977 (10%).

Originator: Riaz Moinuddin

Attachments: [Agenda Report](#)
[Services Contract](#)
[Supplemental Attachment](#)

5. SODIUM HYDROXIDE (NaOH)(CAUSTIC SODA) 50% SOLUTION [2023-3070](#)

RECOMMENDATION: Recommend to the Board of Directors to:

A. Award a Chemical Supplier Agreement to Brenntag Pacific, Inc. for the purchase of sodium hydroxide (caustic soda) 50% solution, Specification No. C-2023-1417BD, for the period of October 1, 2023 through September 30, 2024, for a unit price of \$676 per dry ton, delivered, plus sales tax, for a total estimated annual amount of \$672,620;

- B. Approve option to renew the Chemical Supplier Agreement for up to four (4) one-year periods; and
- C. Approve renewal adjustments of unit pricing with a not to exceed 25% contingency.

Originator: Riaz Moinuddin

Attachments: [Agenda Report](#)
[C-2023-1417BD Draft Chemical Supplier Agreement - Brenntag](#)

6. GAS COMPRESSOR CYLINDERS FOR SPARE INVENTORY [2023-3130](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Sole Source Purchase Order to NEAC Compressor Service for the procurement of two spare cylinder assemblies for Digester Gas Compressors, for a total amount not to exceed \$1,936,005 including applicable sales tax and freight; and
- B. Approve a contingency of \$193,600 (10%).

Originator: Riaz Moinuddin

Attachments: [Agenda Report](#)
[Supplemental Attachment](#)

7. ELECTRIC VEHICLE CHARGING STATIONS AND NETWORK INSTALLATION [2023-3140](#)

RECOMMENDATION:

- A. Approve a Services Contract with Chargeie LLC to provide Electric Vehicle Charging Stations and Network per Specification No. S-2023-1384BD, for a total amount not to exceed \$143,225;
- B. Approve a contingency of \$28,645 (20%); and
- C. Authorize staff to specify Chargeie LLC as the sole source provider for Electric Vehicle Charging Stations and Network.

Originator: Riaz Moinuddin

Attachments: [Agenda Report](#)
[Services Contract S-2023-1384](#)

8. COOPERATIVE PROCUREMENT WITH CARRIER COMMERCIAL SERVICES FOR HVAC REPAIR SERVICES [2023-3146](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Blanket Purchase Order with Carrier Commercial Services for maintenance services of heating, air conditioning, and ventilation systems for Plant No. 1, Plant No. 2, and pump stations, utilizing the Sourcewell Cooperative Agreement No. 070121-CAR in accordance with Ordinance No. OC SAN-61, Section 2.03(B), for the period beginning October 1, 2023 through September 30, 2024, for a total amount not to exceed \$1,200,000 with two (2) one-year renewal options; and
- B. Approve a contingency of \$120,000 (10%).

Originator: Riaz Moinuddin

Attachments: [Agenda Report](#)

9. COMBINATION SEWER CLEANING TRUCK PURCHASE [2023-3149](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Purchase Order to Haaker Equipment Company to purchase one new/unused Combination Sewer Cleaning Truck using Sourcewell Cooperative No. 101221-VTR for a total amount not to exceed \$973,913, including freight and taxes; and
- B. Approve a contingency of \$29,217 (3%).

Originator: Riaz Moinuddin

Attachments: [Agenda Report](#)

10. PURCHASE OF FLEET VEHICLES [2023-3150](#)

RECOMMENDATION: Recommend to the Board of Directors to:

Authorize the General Manager to approve the purchase of replacement medium and light duty vehicles (trucks, SUVs, vans, sedans) for OC San's fleet as originally approved in the adopted fiscal year 2023-24 budget in an amount not to exceed \$374,400 based on market availability.

Originator: Riaz Moinuddin

Attachments: [Agenda Report](#)

11. QUARTERLY ODOR COMPLAINT REPORT [2023-3154](#)**RECOMMENDATION:**

Receive and file the Fiscal Year 2022-23 Fourth Quarter Odor Complaint Report.

Originator: Riaz Moinuddin

Attachments: [Agenda Report](#)
[FY 2022-23 4th Qtr Odor Complaint Report](#)

NON-CONSENT:**12. KNOTT-MILLER HOLDER ARTESIA BRANCH REHABILITATION, PROJECT NO. 3-60 [2023-2954](#)**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Professional Design Services Agreement with Dudek to provide engineering services for Knott-Miller Holder Artesia Branch Rehabilitation, Project No. 3-60, for an amount not to exceed \$1,200,000; and
- B. Approve a contingency of \$120,000 (10%).

Originator: Mike Dorman

Attachments: [Agenda Report](#)
[3-60 PDSA Agreement](#)
[Presentation - 3-60 PDSA](#)

13. EPSA STANDBY POWER GENERATOR CONTROL UPGRADES AT PLANT NO. 2, PROJECT NO. SC19-06 [2023-2986](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for EPSA Standby Power Generator Control Upgrades at Plant No. 2, Project No. SC19-06;
- B. Award a Construction Contract to Shimmick Construction Company, Inc. for EPSA Standby Power Generator Control Upgrades at Plant No. 2, Project No. SC19-06, for a total amount not to exceed \$3,500,000; and
- C. Approve a contingency of \$350,000 (10%).

Originator: Mike Dorman

Attachments: [Agenda Report](#)
[Construction Contract](#)
[Presentation - SC19-06 EPSA Construction Award](#)

14. BAY BRIDGE PUMP STATION AND FORCE MAINS REPLACEMENT, PROJECT NO. 5-67 [2023-3106](#)

RECOMMENDATION: Recommend to the Board of Directors to:

Approve a License Agreement with the City of Newport Beach for the construction staging area for the Bay Bridge Pump Station and Force Mains Replacement, Project No. 5-67.

Originator: Mike Dorman

Attachments: [Agenda Report](#)
[Draft License Agreement](#)

INFORMATION ITEMS:**15. HEADQUARTERS COMPLEX AT PLANT NO. 1, PROJECT NO. P1-128A - QUARTERLY UPDATE** [2023-2929](#)

RECOMMENDATION:

Information Item.

Originator: Mike Dorman

Attachments: [Agenda Report](#)
[Presentation - Headquarters Quarterly Update](#)

16. OC SAN REGULATORY COMPLIANCE UPDATE [2023-3151](#)

RECOMMENDATION:

Information Item.

Originator: Lan Wiborg

Attachments: [Agenda Report](#)
[Presentation - Environmental Compliance Program](#)

DEPARTMENT HEAD REPORTS:**CLOSED SESSION:**

None.

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

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

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

ADJOURNMENT:

Adjourn the meeting until the Regular Meeting of the Operations Committee on October 4, 2023 at 5:00 p.m.



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-3157

Agenda Date: 9/6/2023

Agenda Item No: 1.

FROM: Robert Thompson, General Manager
Originator: Kelly A. Lore, Clerk of the Board

SUBJECT:

APPROVAL OF MINUTES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Approve minutes of the Regular meeting of the Operations Committee held July 5, 2023.

BACKGROUND

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

RELEVANT STANDARDS

- Resolution No. OC SAN 22-37

ATTACHMENT

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

- July 5, 2023 Operations Committee meeting minutes



CALL TO ORDER

A regular meeting of the Operations Committee of the Orange County Sanitation District was called to order by Committee Chairman Marshall Goodman on Wednesday, July 5, 2023 at 5:01 p.m. in the Administration Building of the Orange County Sanitation District. Chair Goodman led the pledge of allegiance.

ROLL CALL AND DECLARATION OF QUORUM:

The Clerk of the Board declared a quorum present as follows:

- PRESENT:** Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Scott Minikus, Schelly Sustarsic, Chad Wanke and Bruce Whitaker
- ABSENT:** Brad Avery, Phil Hawkins and Robert Ooten

STAFF PRESENT: Rob Thompson, General Manager; Lorenzo Tyner, Assistant General Manager; Michael Dorman, Director of Engineering; Riaz Moinuddin, Director of Operations and Maintenance; Wally Ritchie, Director of Finance; Lan Wiborg, Director of Environmental Services; Thys DeVries, Human Resources Manager; Kelly Lore, Clerk of the Board; Jennifer Cabral; Mortimer Caparas; Tanya Chong; Thys DeVries; Justin Fenton; Al Garcia; Mark Kawamoto; Perla Rodriguez; Eros Yong; and Ruth Zintzun were present in the Board Room. Mo Abiodun, Wai Chan, Martin Dix, Tina Knapp, Rob Michaels, and Thomas Vu were present telephonically.

OTHERS PRESENT: Brad Hogin, General Counsel, and Jesus Gaona Perez were present in the Board Room.

PUBLIC COMMENTS:

None.

REPORTS:

Chair Goodman and General Manager Rob Thompson did not provide reports.

CONSENT CALENDAR:

1. **APPROVAL OF MINUTES**

[**2023-3067**](#)

Originator: Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular meeting of the Operations Committee held June 7, 2023.

AYES: Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Steve Jones, Scott Minikus, Schelly Sustarsic, Chad Wanke and Bruce Whitaker

NOES: None

ABSENT: Brad Avery, Phil Hawkins, Johnathan Ryan Hernandez and Robert Ooten

ABSTENTIONS: None

2. MACARTHUR FORCE MAIN IMPROVEMENTS, PROJECT NO. 7-68 [2023-2895](#)

Originator: Mike Dorman

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

- A. Receive and file Bid Tabulation and Recommendation for MacArthur Force Main Improvements, Project No. 7-68;
- B. Receive and file Orange County Sanitation District's Notice of Intent to Award dated June 13, 2023;
- C. Receive and file Award Protest Statement from James W. Fowler Co. dated June 13, 2023, protesting award to SRK Engineering;
- D. Receive and file the Award Protest Response letter from SRK Engineering dated June 16, 2023, responding to the award protest;
- E. Receive and file Orange County Sanitation District's determination letter dated June 26, 2023, to James W. Fowler Co. responding to award protest;
- F. Award a Construction Contract to SRK Engineering for MacArthur Force Main Improvements, Project No. 7-68, for a total amount not to exceed \$3,897,000; and
- G. Approve a contingency of \$389,700 (10%).

AYES: Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Steve Jones, Scott Minikus, Schelly Sustarsic, Chad Wanke and Bruce Whitaker

NOES: None

ABSENT: Brad Avery, Phil Hawkins, Johnathan Ryan Hernandez and Robert Ooten

ABSTENTIONS: None

3. MACARTHUR FORCE MAIN IMPROVEMENTS, PROJECT NO. 7-68 [2023-2896](#)

Originator: Mike Dorman

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

A. Approve a Professional Construction Services Agreement with Michael Baker International, Inc. to provide construction support services for MacArthur Force Main Improvements, Project No. 7-68, for a total amount not to exceed \$272,002; and

B. Approve a contingency of \$27,200 (10%).

AYES: Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Steve Jones, Scott Minikus, Schelly Sustarsic, Chad Wanke and Bruce Whitaker

NOES: None

ABSENT: Brad Avery, Phil Hawkins, Johnathan Ryan Hernandez and Robert Ooten

ABSTENTIONS: None

4. HEADQUARTERS COMPLEX AT PLANT NO. 1, PROJECT NO. P1-128A [2023-3069](#)

Originator: Mike Dorman

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

Approve a contingency increase of \$98,000 (2%) to the Professional Construction Services Agreement with HDR Engineering, Inc. for Headquarters Complex at Plant No. 1, Project No. P1-128A, for a total contingency of \$588,000 (12%) and a total amount not to exceed \$5,488,000.

AYES: Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Steve Jones, Scott Minikus, Schelly Sustarsic, Chad Wanke and Bruce Whitaker

NOES: None

ABSENT: Brad Avery, Phil Hawkins, Johnathan Ryan Hernandez and Robert Ooten

ABSTENTIONS: None

Director Johnathan Hernandez arrived at the meeting at 5:05 p.m.

NON-CONSENT:**5. COLLECTIONS YARD RELOCATION AND WAREHOUSE
DEMOLITION AT PLANT NO. 2, PROJECT NO. P2-127**[2023-2867](#)**Originator:** Mike Dorman

Engineering Manager Eros Yong provided a PowerPoint presentation that included a description of the project, project budget increase request, and bid protest.

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

- A. Receive and file Bid Tabulation and Recommendation for Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127;
- B. Receive and file Orange County Sanitation District's Notice of Intent to Award dated June 2, 2023;
- C. Receive and file Award Protest from Fasone Construction, Inc. dated June 8, 2023 concerning award to Archico Design Build Inc.;
- D. Receive and file the Award Protest Response letter from Archico Design Build Inc. dated June 14, 2023, responding to the award protest;
- E. Receive and file Orange County Sanitation District's determination letter dated June 22, 2023 to Fasone Construction, Inc. responding to award protest;
- F. Approve a project budget increase of \$2,100,000 for Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127, for a new total project budget of \$8,800,000;
- G. Award a Construction Contract to Archico Design Build Inc. for Collections Yard Relocation and Warehouse Demolition at Plant No. 2, Project No. P2-127, for a total amount not to exceed \$6,500,000; and
- H. Approve a construction contingency of \$650,000 (10%).

AYES: Doug Chaffee, Jon Dumitru, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Scott Minikus, Schelly Sustarsic, Chad Wanke and Bruce Whitaker

NOES: None

ABSENT: Brad Avery, Phil Hawkins and Robert Ooten

ABSTENTIONS: None

INFORMATION ITEMS:

6. **ORANGE COUNTY SANITATION DISTRICT ENVIRONMENTAL SERVICES: RESOURCE PROTECTION DIVISION** [2023-2765](#)

Originator: Lan Wiborg

Environmental Protection Manager Mark Kawamoto provided a PowerPoint presentation regarding the Resource Protection Division reuse initiatives, including an overview of the Environmental Services Department, the Division's mission, reuse initiatives, the source control program area, pretreatment authority and compliance, permitting and enforcement, the 2022 Pretreatment Honor Roll, self-monitoring reporting, OC San inspectors, and an overview of the Division's priorities.

ITEM RECEIVED AS AN:

Information Item.

7. **RISK REGISTER PRESENTATION** [2023-3066](#)

Originator: Wally Ritchie

Director of Finance Wally Ritchie provided a PowerPoint presentation regarding OC San's Risk Register.

ITEM RECEIVED AS AN:

Information Item.

DEPARTMENT HEAD REPORTS:

None.

CLOSED SESSION:

None.

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

None.

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

None.

ADJOURNMENT:

Chair Goodman declared the meeting adjourned at 5:40 p.m. to the next Regular Operations Committee meeting to be held on Wednesday, September 6, 2023 at 5:00 p.m.

Submitted by:

Kelly A. Lore, MMC
Clerk of the Board



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2021-1431

Agenda Date: 9/6/2023

Agenda Item No: 2.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

CENGEN AND 12KV SERVICE CENTER SWITCHGEAR BATTERY SYSTEM UPGRADES AT PLANT NO. 1, PROJECT NO. FR1-0005

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Cengen and 12kV Service Center Switchgear Battery System Upgrades at Plant No. 1, Project No. FR1-0005;
- B. Award a Construction Contract to Mass Electric Construction Co. for Cengen and 12kV Service Center Switchgear Battery System Upgrades at Plant No.1, Project No. FR1-0005, for a total amount not to exceed \$970,000; and
- C. Approve a contingency of \$97,000 (10%).

BACKGROUND

The battery systems at the Central Generation (CenGen) Building and the 12kV Service Center at Orange County Sanitation District (OC San) Plant No. 1 provide low voltage power to the protection and monitoring devices located in the switchgears in these two buildings. The switchgear in these buildings distribute 12kV power throughout Plant No. 1 and are critical to the plant operation.

RELEVANT STANDARDS

- Comply with California Public Contract Code Section 20103.8, award construction contract to lowest responsive, responsible bidder
- Commitment to safety & reducing risk in all operations

PROBLEM

The batteries are over 30 years old and are at the end of their useful life. The battery chargers at both locations are obsolete.

PROPOSED SOLUTION

Award a construction contract for CenGen and 12kV Service Center Switchgear Battery System Upgrades at Plant No.1, Project No. FR1-0005. This project will replace the two existing battery banks at Cengen and replace the single battery bank at the 12kV Service Center with two battery banks, to provide battery system redundancy.

TIMING CONCERNS

The battery systems are at risk of failing due to aging and signs of corrosion. .

RAMIFICATIONS OF NOT TAKING ACTION

A failure of the 12kV Service Center battery system will result in no protection of the 12kV circuits leaving the building to feed plant loads. A failure with a Cengen battery system will result in no protection of half of the 12kV circuits leaving the building to feed plant loads.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San advertised Project No. FR1-0005 for bids on May 2, 2023 and two sealed bids were received on June 20, 2023. A summary of the bid opening follows:

Engineer's Estimate	\$ 800,000
<u>Bidder</u>	<u>Amount of Bid</u>
Mass Electric Construction Co.	\$ 970,000
LEED Electric, Inc.	\$ 1,098,888

The bids were evaluated in accordance with OC San's policies and procedures. OC San staff met with the lowest bidder since the bids exceeded the Engineer's Estimate. After meeting with the Contractor to review the cost estimate, staff determined that the primary difference is attributed to the unit price, labor, and installation for the HVAC mechanical system. Additionally, the engineer's estimated labor hours were low compared to the contractor bids.

A notice was sent to all bidders on August 21, 2023 informing them of the intent of OC San staff to recommend award of the Construction Contract to Mass Electric Construction Co.

Staff recommends awarding a Construction Contract to the lowest responsive and responsible bidder, Mass Electric Construction Co., for a total amount not to exceed \$970,000.

CEQA

The project is exempt from CEQA and a Notice of Exemption will be filed with the OC Clerk-Recorder after OC San Board of Directors award of the Construction Contract.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This recommendation will be funded under the Repairs and Maintenance line item for the Operations and Maintenance Department (Budget Update Fiscal Year 2023-2024, Page 39), and the available funding is sufficient for this action.

ATTACHMENT

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

- Construction Contract

PART A
CONTRACT AGREEMENT

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CONTRACT AGREEMENT

ORANGE COUNTY SANITATION DISTRICT

PROJECT NO. FR1-0005

CENGEN AND 12KV SERVICE CENTER SWITCHGEAR BATTERY SYSTEM UPGRADES

AT PLANT NO. 1

THIS AGREEMENT is made and entered into, to be effective, this September 27, 2023, by and between Mass. Electric Construction Co., hereinafter referred to as "CONTRACTOR" and the Orange County Sanitation District, hereinafter referred to as "OC SAN".

WITNESSETH

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

SECTION – 1 GENERAL

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

A. Contract Documents Order of Precedence

"Contract Documents" refers to those documents identified in the definition of "Contract Documents" in the General Conditions, "Definitions".

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

shape and details of construction. Specifications shall govern as to material and workmanship.

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

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

B. Definitions

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

SECTION – 2 MATERIALS AND LABOR

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

SECTION – 3 PROJECT

The Project is described as:

PROJECT NO. FR1-0005

CENGEN AND 12KV SERVICE CENTER SWITCHGEAR BATTERY SYSTEM UPGRADES

AT PLANT NO. 1

SECTION – 4 PLANS AND SPECIFICATIONS

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

PROJECT NO. FR1-0005

CENGEN AND 12KV SERVICE CENTER SWITCHGEAR BATTERY SYSTEM UPGRADES

AT PLANT NO. 1

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

SECTION – 5 TIME OF COMMENCEMENT AND COMPLETION

CONTRACTOR agrees to commence the Project within 15 calendar days from the date set forth in the “Notice to Proceed” sent by OC SAN, unless otherwise specified therein and shall diligently prosecute the Work to completion within three hundred sixty-five (365) calendar days from the date of the “Notice to Proceed” issued by OC SAN, excluding delays caused or authorized by OC SAN as set forth in Sections 7, 8, and 9 hereof, and applicable provisions in the General Conditions. The time for completion includes seven (7) calendar days determined by OC SAN likely to be inclement weather when CONTRACTOR will be unable to work.

SECTION – 6 TIME IS OF THE ESSENCE

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

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

SECTION – 7 EXCUSABLE DELAYS

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

SECTION – 8 EXTRA WORK

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

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

SECTION – 9 CHANGES IN PROJECT

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

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

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

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

SECTION – 10 LIQUIDATED DAMAGES FOR DELAY

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

SECTION – 11 CONTRACT PRICE AND METHOD OF PAYMENT

A. OC SAN agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in approved Change Orders, the sum of Nine Hundred Seventy Thousand Dollars (\$970,000) as itemized on the attached Exhibit “A”.

Upon satisfaction of the conditions precedent to payment set forth in the General Requirements, Additional General Requirements, and General Conditions (including but

not limited to Sections entitled “Mobilization Payment Requirements” and “Payment Itemized Breakdown of Contract Lump Sum Prices”), there shall be paid to the CONTRACTOR an initial Net Progress Payment for mobilization. OC SAN shall issue at the commencement of the job a schedule which shows:

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

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

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the ENGINEER, stating that the Work for which payment is demanded has been performed in accordance with the terms of the Contract Documents, and that the amount stated in the certificate is due under the terms of the Contract. Payment applications shall also be accompanied with all documentation, records, and releases as required by the Contract; Exhibit A, Schedule of Prices; and General Conditions, “Payment for Work – General”. The Total amount of Progress Payments shall not exceed the actual value of the Work completed as certified by OC SAN’s ENGINEER. The processing of payments shall not be considered as an acceptance of any part of the Work.

- B. As used in this Section, the following defined terms shall have the following meanings:
1. **“Net Progress Payment”** means a sum equal to the Progress Payment less the Retention Amount and other qualified deductions (Liquidated Damages, stop payment notices, etc.).
 2. **“Progress Payment”** means a sum equal to:
 - a. the value of the actual Work completed since the commencement of the Work as determined by OC SAN;
 - b. plus the value of material suitably stored at the worksite, treatment plant or approved storage yards subject to or under the control of OC SAN since the commencement of the Work as determined by OC SAN;
 - c. less all previous Net Progress Payments;
 - d. less all amounts of previously qualified deductions;
 - e. less all amounts previously retained as Retention Amounts.
 3. **“Retention Amount”** for each Progress Payment means the percentage of each Progress Payment to be retained by OC SAN to assure satisfactory completion of the Contract. The amount to be retained from each Progress Payment shall be determined as provided in the General Conditions, “Retained Funds; Substitution of Securities.”

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

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

SECTION – 13 COMPLETION

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

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

SECTION – 14 CONTRACTOR’S EMPLOYEES COMPENSATION

A. Davis-Bacon Act:

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

B. General Prevailing Rate:

OC SAN has been advised by the State of California Director of Industrial Relations of its determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime Work in the locality in which the Work is to be performed for each craft or type of Work needed to execute this Contract, and copies of the same are on file in the Office of the ENGINEER of OC SAN. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this

public works Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OC SAN will have on file copies of the prevailing rate of per diem wages at its principal office and at each job site, which shall be made available to any interested party upon request.

C. Forfeiture for Violation:

CONTRACTOR shall, as a penalty to OC SAN, forfeit Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any Subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the Work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

D. Apprentices:

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

E. Workday:

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

(40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Registration; Record of Wages; Inspection:

CONTRACTOR shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the Work is subject to compliance monitoring by the California Department of Industrial Relations. CONTRACTOR shall maintain accurate payroll records and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.

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

SECTION – 15 SURETY BONDS

CONTRACTOR shall, before entering upon the performance of this Contract, furnish Bonds approved by OC SAN's General Counsel – one in the amount of one hundred percent (100%) of the Contract amount, to guarantee the faithful performance of the Work, and the other in the amount of one hundred percent (100%) of the Contract amount to guarantee payment of all claims for labor and materials furnished. As changes to the Contract occur via approved Change Orders, the CONTRACTOR shall assure that the amounts of the Bonds are adjusted to maintain 100% of the Contract Price. This Contract shall not become effective until such Bonds are supplied to and approved by OC SAN. Bonds must be issued by a Surety authorized by the State Insurance Commissioner to do business in California. The Performance Bond shall remain in full force and effect through the warranty period, as specified in Section 19 below. All Bonds required to be submitted relating to this Contract must comply with California Code of

Civil Procedure Section 995.630. Each Bond shall be executed in the name of the Surety insurer under penalty of perjury, or the fact of execution of each Bond shall be duly acknowledged before an officer authorized to take and certify acknowledgments, and either one of the following conditions shall be satisfied:

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the Bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or
- B. A copy of a valid power of attorney is attached to the Bond.

SECTION – 16 INSURANCE

CONTRACTOR shall purchase and maintain, for the duration of the Contract, insurance against claims for injuries to persons, or damages to property which may arise from or in connection with the performance of the Work hereunder, and the results of that Work by CONTRACTOR, its agents, representatives, employees, or Subcontractors, in amounts equal to the requirements set forth below. CONTRACTOR shall not commence Work under this Contract until all insurance required under this Section is obtained in a form acceptable to OC SAN, nor shall CONTRACTOR allow any Subcontractor to commence Work on a subcontract until all insurance required of the Subcontractor has been obtained. CONTRACTOR shall maintain all of the foregoing insurance coverages in force through the point at which the Work under this Contract is fully completed and accepted by OC SAN pursuant to the provisions of the General Conditions, "Final Acceptance and Final Completion". Furthermore, CONTRACTOR shall maintain all of the foregoing insurance coverages in full force and effect throughout the warranty period, commencing on the date of Final Acceptance. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of OC SAN by CONTRACTOR under Section 17 of this Contract. Notwithstanding nor diminishing the

obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, inclusive of all changes to the Contract Documents made in accordance with the provisions of the General Conditions, "Request for Change (Changes at CONTRACTOR's Request)" and/or "OWNER Initiated Changes", the following insurance in amounts not less than the amounts specified. OC SAN reserves the right to amend the required limits of insurance commensurate with the CONTRACTOR's risk at any time during the course of the Project. No vehicles may enter OC SAN premises/worksite without possessing the required insurance coverage.

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

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

Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OC SAN, its or their officers, agents, or

employees, and any other 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 (except for Professional Liability/Errors and Omissions coverages, if applicable) related to the Work, CONTRACTOR shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OC SAN, its or their officers, agents, or employees, or any other contractor or subcontractor performing Work or rendering services at the Project. Where permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its Subcontractors of every tier. A waiver of subrogation shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

A. Limits of Insurance

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

extension or continuation of time to said warranty period that may be required or authorized by said provisions. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit.

- c. Broad Form Property Damage, expressly including damage arising out of explosion, collapse, or underground damage.
- d. Contractual Liability, expressly including the indemnity provisions assumed under this Contract.
- e. Separation of Insured Clause, providing that coverage applies separately to each insured, except with respect to the limits of liability.
- f. Independent CONTRACTOR's Liability.

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

CONTRACTOR shall be responsible to pay any deductible or SIR.

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

- 2. Automobile Liability: The CONTRACTOR shall maintain a policy of automobile liability insurance on a comprehensive form covering all owned, non-owned, and

hired automobiles, trucks, and other vehicles providing the following minimum limit of liability coverage: combined single limit of One Million Dollars (\$1,000,000) for bodily injury, personal injury, and property damage.

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

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

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

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

1. Each such policy of general liability insurance and automobile liability insurance shall be endorsed to contain, the following provisions:
 - a. OC SAN, its directors, officers, agents, consultants, and employees, and all public agencies from whom permits will be obtained, and their directors, officers, agents, and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of CONTRACTOR at or from any of the sites of OC SAN in connection with this

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

- b. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by OC SAN shall be excess only and not contributing with insurance provided under this policy.

2. Cancellation and Policy Change Notice.

The CONTRACTOR 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 CONTRACTOR is required to notify OC SAN in writing of any change in the terms of insurance, including reduction in coverage or increase in deductible/SIR, within two (2) working days of receipt of such notice or knowledge of same.

Said notices shall be mailed to OC SAN at:

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

3. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782(b).
4. If required by a public agency from whom permit(s) will be obtained, each policy of general liability insurance and automobile liability insurance shall be endorsed to specify by name the public agency and its legislative members, officers, agents, consultants, and employees, to be additional insureds.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

CONTRACTOR shall be responsible to establish insurance requirements for any Subcontractors hired by CONTRACTOR. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subcontractor's operations and work. OC SAN and any public agency issuing permits for the Project must be named as "Additional Insured" on any general liability or automobile liability policy obtained by a Subcontractor. The CONTRACTOR must obtain copies and maintain current versions of

all Subcontractors' policies, certificate of liability and mandatory endorsements effecting coverage. Upon request, CONTRACTOR must furnish OC SAN with the above referenced required documents.

G. Required Forms and Endorsements

1. Required ACORD Form

- a. Certificate of Liability ACORD Form 25 or other equivalent certificate of insurance form

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

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

- a. Commercial General Liability Form CG 00 01
- b. Additional Insured Including Products-Completed Operations Form CG 20 10 **and** Form 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.
- c. Waiver of Transfer of Rights of Recovery Against Others to Us/
Waiver of Subrogation Form CG 24 04

3. Required State Compensation Insurance Fund Endorsements

- a. Waiver of Subrogation Submit workers' compensation waiver of subrogation endorsement provided by carrier for OC SAN approval.
- b. Cancellation Notice No endorsement is required. However, CONTRACTOR is responsible for notifying OC SAN of any pending or actual insurance policy cancellation, as described in Article C.2., Cancellation and Policy Change Notice, above.

4. Additional Required Endorsements

a. Notice of Policy Termination Manuscript Endorsement

5. Pollution Liability Endorsements

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

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

SECTION – 17 RISK AND INDEMNIFICATION

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

SECTION – 18 TERMINATION

This Contract may be terminated in whole or in part in writing by OC SAN in the event of substantial failure by the CONTRACTOR to fulfill its obligations under this Agreement, or it may be terminated by OC SAN for its convenience provided that such termination is effectuated in a manner and upon such conditions set forth more particularly in General Conditions, "Termination for Default" and/or "Termination for Convenience", provided that no termination may be effected unless proper notice is provided to CONTRACTOR at the time and in the

manner provided in said General Conditions. If termination for default or convenience is effected by OC SAN, an equitable adjustment in the price provided for in this Contract shall be made at the time and in the manner provided in the General Conditions, "Termination for Default" and "Termination for Convenience".

SECTION – 19 WARRANTY

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

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

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

SECTION – 20 ASSIGNMENT

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

SECTION – 21 RESOLUTION OF DISPUTES

OC SAN and the CONTRACTOR shall comply with the provisions of California Public Contract Code Section 20104 et. seq., regarding resolution of construction claims for any Claims which arise between the CONTRACTOR and OC SAN, as well as all applicable dispute and Claims provisions as set forth in the General Conditions and as otherwise required by law.

SECTION – 22 SAFETY & HEALTH

CONTRACTOR shall comply with all applicable safety and health requirements mandated by federal, state, city and/or public agency codes, permits, ordinances, regulations, and laws, as well as these Contract Documents, including but not limited to the General Requirements, Section entitled “Safety” and Exhibit B Contractor Safety Standards. OC SAN reserves the right to stop Work for violations of safety and health standards until the hazardous conditions are corrected. The right to stop Work includes the right to remove a contractor or its employees from the worksite.

[THIS SECTION INTENTIONALLY LEFT BLANK]

SECTION – 23 NOTICES

Any notice required or permitted under this Contract shall be served by personal delivery or by certified mail, return receipt requested, at the address set forth below. Unless specified elsewhere in the Contract Documents or otherwise required by law, any notice may alternatively be given by electronic telecommunication to the e-mail address set forth below. Any party whose address changes shall notify the other party in writing.

TO OC SAN: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018
Attn: Clerk of the Board
ocsanclerk@ocsan.gov

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

Bradley R. Hogin, Esquire
Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626
bhogin@wss-law.com

TO CONTRACTOR: Mass. Electric Construction Co.
16842 Von Karman Avenue, Suite 450
Irvine, CA 92606
Estimating.west@masselec.com

Copy to: Brandon T. Parker, Vice President
Mass. Electric Construction Co.
16842 Von Karman Avenue, Suite 450
Irvine, CA 92606
Bparker@masselec.com

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

CONTRACTOR: Mass. Electric Construction Co.
16842 Von Karman Avenue, Suite 450
Irvine, CA 92606

By _____ Date _____

Printed Name

Its _____

CONTRACTOR's State License No. 819912 (Expiration Date – 05/31/2025)

OC SAN: Orange County Sanitation District

By _____ Date _____

Chad P. Wanke
Board Chairman

By _____ Date _____

Tina Knapp, MMC
Assistant Clerk of the Board

By _____ Date _____

Ruth Zintzun
Purchasing & Contracts Manager

EXHIBIT A
SCHEDULE OF PRICES

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SCHEDULE OF PRICES

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EXHIBIT A

SCHEDULE OF PRICES

EXA-1 BASIS OF COMPENSATION

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

EXA-2 PROGRESS PAYMENTS

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

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

EXA-3 RETENTION AND ESCROW ACCOUNTS

A. Retention:

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

B. Substitution of Securities:

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

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

C. Release of Retention:

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

D. Additional Deductibles:

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

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

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

EXA-4 STOP PAYMENT NOTICE

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

EXA-5 PAYMENT TO SUBCONTRACTORS

Requirements

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

EXA-6 PAYMENT OF TAXES

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

EXA-7 FINAL PAYMENT

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

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

changes, and shall submit the revised application for Final Payment. Upon acceptance by OC SAN, the revised application for Final Payment will become the approved application for Final Payment.

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

EXA-8 DISCOVERY OF DEFICIENCIES BEFORE AND AFTER FINAL PAYMENT

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

1. The true and correct amount payable for the Work is different from that previously accepted;
2. The previously accepted Work did not in fact conform to the Contract requirements, or;
3. A previous payment or portion thereof for Work was improperly made.

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

ATTACHMENT 1 – CERTIFICATION FOR REQUEST FOR PAYMENT

I hereby certify under penalty of perjury as follows:

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

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

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

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

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

Name

Title

Date

ATTACHMENT 2 – SCHEDULE OF PRICES

See next pages from the Bid Submittal Forms (Mass. Electric Construction Co.)

BF-14 Schedule of Prices, Pages 1-2

Bid Submitted By: Mass. Electric Construction Co.
(Name of Firm)

BF-14 SCHEDULE OF PRICES

INSTRUCTIONS

A. General

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

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

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

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

B. Basis of Award

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

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

Bid Submitted By: Mass. Electric Construction Co.
 (Name of Firm)

SCHEDULE OF PRICES

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

Item No.	Description	Unit of Measurement	Approx Qty	Unit Price	Extended Price
1.	Mobilization as described in Section 01155, Measurement and Payment and in conformance with the Contract Documents, for a fixed amount of:	Lump Sum	1		= \$32,000
2.	Permits: Allowance for permits, plan checks, inspection fees, and other fees and charges required by the City of Fountain Valley to complete the Work, in conformance with the Contract Documents for an allowance of...	Allowance	1		= \$5,000
3.	All other portions of the Work set forth in the Contract Documents except for the Work performed in Items No. 1 and 2, inclusive, as described in Division 01, Section 01155, Measurement and Payment, and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	1		= \$ 933,000

TOTAL AMOUNT OF BID (BASIS OF AWARD) \$ 970,000



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-2999

Agenda Date: 9/6/2023

Agenda Item No: 3.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Engineering Program Contract Performance Report for the period ending June 30, 2023.

BACKGROUND

The Engineering Program involves awarding and managing multiple construction and consulting contracts. In 2008, the Orange County Sanitation District (OC San) Board of Directors began authorizing contingencies along with construction and consulting contracts, allowing the General Manager to approve construction change orders and amendments to consulting contracts up to the amount of the authorized contingency. This practice reduces administrative costs, expedites resolution of project issues that arise, helps avoid contractor delay claims, and facilitates efficient management of many contracts.

The Engineering Program Contract Performance Report summarizes construction and consulting contract performance and activities for the quarter ending June 30, 2023. This report is updated quarterly and includes a summary of General Manager approved contract contingencies among other key performance indicators.

ATTACHMENT

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

- Engineering Program Contract Performance Report for the period ending June 30, 2023

EY: jw

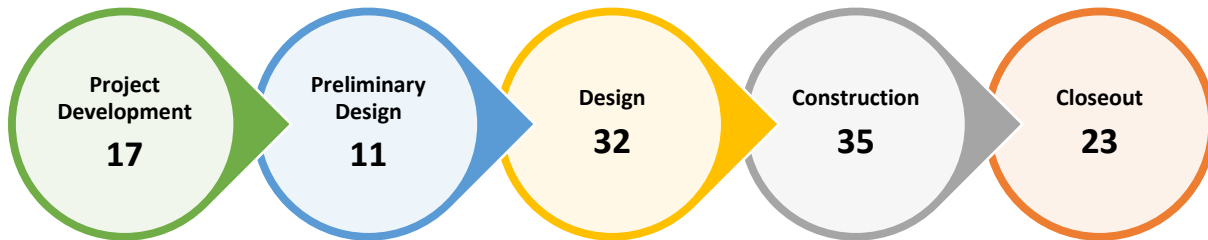
DATE: September 06, 2023

TO: Orange County Sanitation District Board of Directors

FROM: Rob Thompson, General Manager
Through: Mike Dorman, Director of Engineering

This report summarizes the status, activities, and performance of construction contracts and consultant agreements. This report also identifies the names and status of projects being performed under master budgets for planning studies, research, small construction projects, Operations & Maintenance capital projects and information technology projects.

As of 06/30/2023, Orange County Sanitation District (OC San) Engineering Department manages 118 active projects, with project budgeting totaling close to \$3.4 billion. These projects are in various project phases, ranging from Project Development to Closeout. The graphic below shows the number of projects in each of the project phases.



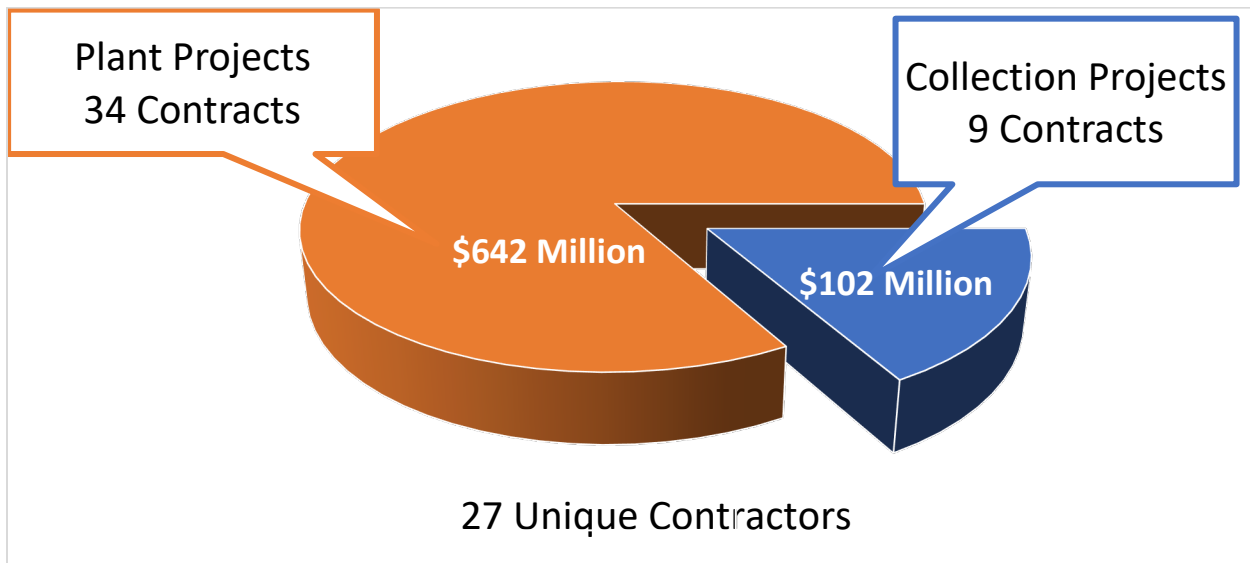
This report is organized into six parts, as follows. Detailed tables can be found in the appendix section of the report.

Part 1 – Construction Contracts	Page 2
Part 2 – Engineering Professional Services Agreements	Page 4
Part 3 – Master Budget Projects	Page 5
Part 4 – Supplemental Engineering Services Contract	Page 6
Part 5 – Programming Professional Services Contract	Page 8
Part 6 – On-Call Services Agreements	Page 10
Appendix (Tables 1 through 13)	Page 11

PART 1 - CONSTRUCTION CONTRACTS

Construction Contracts

As shown in the graph below, there are currently 43 active construction contracts totaling \$744 Million. Of the 43 active construction contracts, 34 are plant projects and nine are collections projects. Table 1 in the appendix lists the Board-awarded construction contracts active as of June 30, 2023, while Tables 2 and 3 list the General Manager-awarded and Operations Committee-awarded construction contracts. The General Manager may award contracts up to \$100,000 and task orders up to \$300,000.

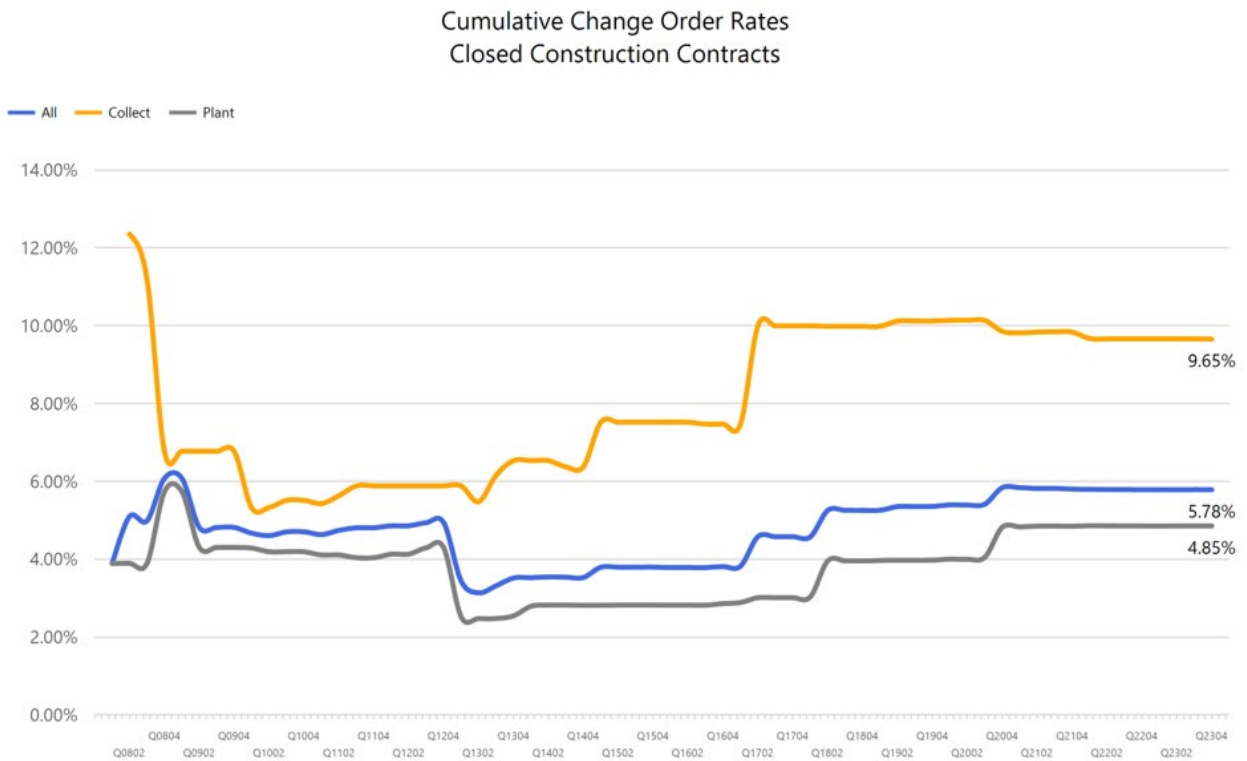


Three construction contracts were closed during this quarter, two were awarded by the Board, and one was awarded by the Operations committee. The table below summarizes the number of active and closed construction contracts and total contract amounts. See Tables 4, 5 and 6 in the appendix for a list of the closed contracts.

Type	Contracts	Total Contract Amount
Active Board-Awarded Construction Contracts	38	\$743,027,742
Active GM Awarded Construction Contracts	4	\$592,400
Active Ops Committee Awarded Construction Contracts	1	\$142,641
Closed Board-Awarded Construction Contracts	2	\$1,011,276
Closed GM Awarded Construction Contracts	0	\$0
Closed Committee-Awarded Construction Contracts	1	\$167,594

Cumulative Change Order Rates

When the OC San Board of Directors awards a construction contract, they also approve a contingency which allows the General Manager to approve contract change orders up to the amount of the contingency. One purpose of this report is to document how much of the contingency is utilized. A contract's change order rate is only meaningful when the work is completed. As such, this report's change order performance charts are based only on contracts closed since the Board began approving contingencies in 2008. The following chart shows how cumulative change order rates have changed for plant, collections, and all contracts since the contingency system was implemented.



PART 2 – ENGINEERING PROFESSIONAL SERVICES AGREEMENTS

Professional Service Agreements

OC San engages engineering consultants through Professional Service Agreements (PSAs), Professional Design Services Agreements (PDSAs), Professional Construction Services Agreements (PCSAs), and Master Professional Services Agreements (Master Agreements). PDSAs are used to obtain design engineering services, and PCSAs are a subsequent agreement with the design consultant to provide support services during construction. PSAs are used for planning studies and other consultant assignments. There are currently 43 Professional Service Agreements (19 individual firms) with total agreement amount of \$214,064,330. Table 7 in the appendix provides a detailed list of Professional Service Agreements.

Master Agreements

Master Agreements are issued to a pool of pre-qualified consultants for smaller projects. On those smaller projects, OC San solicits task order proposals from interested firms and awards a task order to the most qualified consultant. There are currently five sets of Master Agreements.

- 2017 Master Agreements for On-Call Planning Studies (expired)
- 2018 Master Professional Design Services Agreements (expired)
- 2020 Master Agreements for On-Call Planning Studies
- 2021 Master Professional Design Services Agreements
- Agreement for Design Installation, Implementation and Maintenance of a Process Control System

The 2017 Master Agreements for On-Call Planning Studies and the 2018 Master Professional Design Services Agreements have expired, meaning no new task orders can be issued under them, but previously issued task orders remain active until completed. Task Orders are limited by OC San Ordinance No. OCSD-56 to \$300,000 per task order. Below is a summary of the various master agreements with active task orders. See Table 8 in the appendix for a detailed list of task orders.

Task Order	Contracts	Total Contract Amount
2017 Master Agreements for On-Call Planning Studies	1	\$274,888
2018 Master Professional Design Service Agreements	27	\$4,570,736
2020 Master Agreements for On-Call Planning Studies	10	\$1,608,801
2021 Master Professional Design Service Agreement	12	\$2,413,887

PART 3 – MASTER BUDGET PROJECTS

The Board-adopted budget for Fiscal Years 2022-23 and 2023-24 includes master program budgets that allow staff to initiate, execute, and manage smaller projects that fit within the scope of a particular program more quickly. The projects chartered under these program budgets are referred to as sub-projects and are managed to the same standards as projects specifically listed in the adopted budget. A status table for each of these programs listing the sub-projects is attached in the appendix.

Master Program Title	Status Table	Number of Projects	Total Allocated Budget
Planning Studies Program	Table 9	16	\$13,406,468
Research Program	Table 10	2	\$8,101,029
Small Construction Projects Program	Table 11	34	\$72,375,500
Information Technology Capital Program	Table 12	12	\$3,874,357
Operations & Maintenance Capital Program	Table 13	4	\$9,850,000

PART 4 – SUPPLEMENTAL ENGINEERING SERVICES CONTRACT

OC San has been utilizing Jacobs Project Management Co. to provide supplemental engineering and support staff services since an initial contract was approved by the Board in 2016. This existing contract ended in June 2023.

In April of 2022, the OC San Board of Directors approved two Professional Service Agreements - one with AECOM Technical Services, Inc. and one with Jacobs Project Management Co. - to provide Supplemental Engineering Services for a three-year period commencing May 1, 2022, through April 30, 2025, with two one-year renewal options. The Board approved the agreements for an amount not to exceed \$29,700,000 per individual agreement.

The benefits of using a supplemental engineering services contract, as opposed to hiring full-time staff or limited-term employees, include rapid mobilization of highly skilled/technical staff, flexibility to change the mix of staff positions on an immediate and as-needed basis, the ability to reduce staff as workloads decrease, access to technical experts to support special tasks, and access to staff with wastewater project experience.

A status table for the supplemental engineering services contract summary for the 2016 Supplemental Engineering Services Contract with Jacobs Project Management Co. and the Supplemental Engineering Services labor summary for the same contract can be found below.

2016 Supplemental Engineering Services Labor Summary (Jacobs)				
	Total Fees		Time	
Contract	\$41,000,000		86 Months	
Actuals to Date	\$39,293,537	95.8%	86 Months	100%
Remaining	\$1,706,463	4.2%	0 Months	0%

2016 Supplemental Engineering Services Labor Summary (Jacobs)		
	This Quarter	Inception to Date
Labor Hours	5,649	273,899
Full Time Equivalents	12	20
Labor Costs (no expenses)	\$964,515	\$38,538,044
Average Hourly Rate	\$171	\$140

Status tables for the supplemental engineering services contract and labor summary for the 2022 Supplemental Engineering Services Contract with AECOM and Jacobs Project Management Co. are included below.

2022 Supplemental Engineering Services Contract Status (AECOM)				
	Total Fees		Time	
Contract	\$29,700,000		60 months	(1)
Actuals to Date	\$731,548	2.5%	14 Months	23%
Remaining	\$28,968,452	97.5%	46 months	77%

(1) Assuming two additional 1-year extensions

2022 Supplemental Engineering Services Labor Summary (AECOM)		
	This Quarter	Inception to Date
Labor Hours	896	4,334
Full Time Equivalents	1.9	2.0
Labor Costs (no expenses)	\$145,555	\$708,191
Average Hourly Rate	\$162.45	\$163.40

2022 Supplemental Engineering Services Contract Status (Jacobs)				
	Total Fees		Time	
Contract	\$29,700,000		60 Months	(1)
Actuals to Date	\$2,336,66	7.9%	14 Months	23.3%
Remaining	\$28,388,111	92.1%	46 Months	76.7%

(1) Assuming two additional 1-year extensions

2022 Supplemental Engineering Services Labor Summary (Jacobs)		
	This Quarter	Inception to Date
Labor Hours	6699	13,755
Full Time Equivalents	14	6
Labor Costs (no expenses)	\$1,009,404	\$2,296,039
Average Hourly Rate	\$151	\$167

PART 5 – PROGRAMMING PROFESSIONAL SERVICES CONTRACT

In April of 2022, the OC San Board of Directors approved two Professional Service Agreements - one with Enterprise Automation and one with Maverick Technologies - to provide Programming Professional Services for a three-year period commencing May 11, 2022, through May 10, 2025, with two one-year renewal options. The Board approved the agreements for an amount not to exceed \$4,900,000 per individual agreement.

The programming professional services will program, test, commission, maintain, upgrade, and configure programmable logic controllers, HMI graphics, databases, servers, and networks for select projects. The benefits of using a programming professional services contract, as opposed to hiring full-time staff or limited-term employees, include the ability to provide the needed short-term resources during the execution of Project No. J-120, Process Control Systems Upgrades, rapid mobilization of highly skilled technical resources, flexibility to change the mix of needed resources to match project requirements, and the ability to increase or reduce project resources as workloads change.

Status tables for the programming professional services contract and labor summary for the 2022 Programming Professional Services Contract with Enterprise Automation and Maverick Technologies are included below.

2022 Programming Professional Services Contract Status (Enterprise Automation)				
	Total Fees		Time	
Contract	\$4,900,000		60 months	(1)
Actuals to Date	\$886,908	18%	14 Months	23%
Remaining	\$4,013,092	82%	46 months	77%

(1) Assuming two additional 1-year extensions

2022 Programming Professional Services Labor Summary (Enterprise Automation)		
	This Quarter	Inception to Date
Labor Hours	1941.5	4740.5
Full Time Equivalents	3.7	2.0
Labor Costs (no expenses)	\$356,482	\$886,908
Average Hourly Rate	\$184	\$187

2022 Programming Professional Services Contract Status (Maverick Technologies)				
	Total Fees		Time	
Contract	\$4,900,000		60 months	⁽¹⁾
Actuals to Date	\$131,808	3%	14 Months	23%
Remaining	\$4,768,192	97%	46 months	77%

⁽¹⁾ Assuming two additional 1-year extensions

2022 Programming Professional Services Labor Summary (Maverick Technologies)		
	This Quarter	Inception to Date
Labor Hours	473.25	757.25
Full Time Equivalents	0.9	0.3
Labor Costs (no expenses)	\$81,318	\$131,808
Average Hourly Rate	\$172	\$174

PART 6 – ON-CALL SERVICES AGREEMENTS

OC San uses three sets of on-call services agreements for coating inspection and corrosion testing; materials testing, inspection, and other geotechnical testing; and surveying. Services are typically requested by inspection supervisors as needs arise, and the work is generally spread among the available firms.

The table below lists the contract limits and funds expended to date for each of the agreements which became effective on March 23, 2022, and will expire on April 30, 2025. For each of these services, OC San typically uses a single firm for a particular construction contract.

Consultant	Contract Limit	Total Costs Incurred	Remaining
Coating Inspection Services (PSA2022-001)			
CSI Services, Inc.	\$300,000	\$20,604	\$279,396
Diversified Project Services Int'l (DPSI)	\$300,000	\$51,931	\$248,069
Geotechnical Testing Services (PSA2022-003)			
AESCO	\$400,000	\$148,272	\$251,728
Atlas Technical Consultants	\$400,000	\$152,903	\$247,098
Koury Engineering and testing, Inc.	\$400,000	\$104,851	\$295,149
MTGL, Inc	\$400,000	\$0	\$400,000
Surveying Services (PSA2022-002)			
D.Woolley & Associates	\$200,000	\$9,875	\$190,125
Michael Baker International, Inc.	\$200,000	\$3,954	\$196,047
Psomas	\$200,000	\$0	\$200,000
Stantec Consulting Services, Inc.	\$200,000	\$26,860	\$173,140

APPENDIX

Table 1 - Board-Awarded Construction Contracts

Project/Contract		Contractor	Award Date	Contract Amount				Contingency			
				Award	Change Orders	Current	% Spent	Original	Current	Used	Remaining
3-62	Westminster Blvd Force Main Replacement	Teichert Energy - Utilities Group, Inc.	12/18/2019	\$27,743,000	\$2,952,485	\$30,695,485	98.0%	10.0%	14.0%	10.6%	3.4%
3-64B	Los Alamitos Trunk Sewer Rehabilitation	Steve P. Rados, Inc.	05/26/2021	\$17,775,000	\$144,471	\$17,919,471	67.1%	10.0%	10.0%	0.8%	9.2%
5-68	Newport Beach Pump Station Pressurization Improvements	Innovative Construction Solutions	04/25/2023	\$937,500	\$0	\$937,500	0.0%	10.0%	10.0%	0.0%	10.0%
7-65	Gisler-Red Hill Interceptor and Baker Force Main Rehabilitation	Steve P. Rados, Inc.	5/24/2023	\$44,706,000.00	\$0	\$44,706,000	0.0%	10.0%	10.0%	0.0%	10.0%
7-66	Sunflower and Red Hill Interceptor Repairs	Charles King Company	07/28/2021	\$4,777,000	\$131,751	\$4,908,751	91.1%	10.0%	10.0%	2.8%	7.2%
FE18-13	Redhill Relief Sewer Relocation at State Route 55	SRK Engineering, Inc.	06/22/2022	\$2,213,000	\$0	\$2,213,000	0.0%	15.0%	15.0%	0.0%	15.0%
FE18-14	Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	MMC, Inc.	12/16/2020	\$1,134,000	\$4,348	\$1,138,348	0.0%	15.0%	15.0%	0.4%	14.6%
FE18-15	Plant Boiler System Relief at Plant No. 2	MMC, Inc.	04/28/2021	\$230,000	\$24,528	\$254,528	100.0%	15.0%	15.0%	10.7%	4.3%
FE19-01	Pump Station Portable Generator Connectors	Pacific Industrial Electric	09/29/2021	\$1,207,479	\$0	\$1,207,479	55.4%	10.0%	10.0%	0.0%	10.0%
FE19-03	Trickling Filter Sludge and Scum Pumps	Garney Pacific, Inc.	02/23/2022	\$778,000	\$18,317	\$796,317	67.9%	10.0%	10.0%	2.4%	7.6%

Table 1 - Board-Awarded Construction Contracts

Project/Contract		Contractor	Award Date	Contract Amount				Contingency			
				Award	Change Orders	Current	% Spent	Original	Current	Used	Remaining
	Replacement at Plant No. 1										
FE19-04	Sunflower Pump Replacement at Plant No. 1	GSE Construction Company, Inc.	10/27/2021	\$2,123,200	\$0	\$2,123,200	28.0%	10.0%	10.0%	0.0%	10.0%
FE19-06	EPSA Motor Cooling Improvements at Plant No. 2	MMC, Inc.	09/29/2021	\$854,000	\$38,235	\$892,235	51.4%	10.0%	10.0%	4.5%	5.5%
FE19-08	Secondary Treatment VFD Replacements at Plant No. 2	ACS Engineering	03/23/2022	\$1,433,000	\$0	\$1,433,000	2.1%	10.0%	10.0%	0.0%	10.0%
FE19-12	Rebuild Shop Fume Extractor Installation at Plant No 1	RAN Enterprises, Inc	10/18/2022	\$217,000	\$18,319	\$235,319	92.2%	10.0%	10.0%	8.4%	1.6%
FE20-01	Wastehauler Station Safety and Security Improvements	Leed Electric	09/28/2022	\$1,689,788	\$61,038	\$1,750,826	39.4%	10.0%	10.0%	3.6%	6.4%
FE20-03	Return Activated Sludge Discharge Piping Replacement at Activated Sludge Plant No. 1	GSE Construction Company, Inc.	04/05/2023	\$3,985,400	\$0	\$3,985,400	3.3%	10.0%	10.0%	0.0%	10.0%
FE20-04	Cengen Cooling Water Pipe Replacement at Plant No. 2	Innovative Construction Solutions	12/22/2022	\$3,487,600	\$0	\$3,487,600	0.0%	10.0%	10.0%	0.0%	10.0%
FE20-06	Thickening and Dewatering Building Pipe Support Improvements at Plant No. 1	Garney Pacific, Inc.	02/23/2022	\$793,000	\$8,062	\$801,062	99.5%	10.0%	10.0%	1.0%	9.0%

Table 1 - Board-Awarded Construction Contracts

Project/Contract		Contractor	Award Date	Contract Amount				Contingency			
				Award	Change Orders	Current	% Spent	Original	Current	Used	Remaining
FE20-07	Santa Ana Trunk Rehabilitation at Plant No. 1	Sancon Technologies Inc.	04/27/2022	\$395,082	\$5,497	\$400,579	100.0%	20.0%	20.0%	1.4%	18.6%
FE20-09	CenGen Smoke Detection Improvements at Plant No. 1 and No. 2	ADT Commercial, LLC	04/03/2023	\$313,000	\$0	\$313,000	3.2%	10.0%	10.0%	0.0%	10.0%
FE21-07	Liquid Oxygen Tank A Replacement at Plant No. 2	J.R. Filanc Construction Company, Inc.	01/18/2023	\$2,608,007	\$0	\$2,608,007	2.8%	10.0%	10.0%	0.0%	10.0%
FR1-0011	VFD Replacements at Plant No. 1	ACS Engineering	03/07/2023	\$1,214,888	\$0	\$1,214,888	0.0%	10.2%	10.2%	0.0%	10.2%
FR1-0016	Waste Sidestream Pump Station VFD replacements at Plant No.1	Leed Electric	03/23/2022	\$344,889	\$0	\$344,889	4.8%	15.0%	15.0%	0.0%	15.0%
FR2-0018	Activated Sludge Clarifier Repairs at Plant No. 2	Garney Pacific, Inc.	10/11/2022	\$5,091,686	\$0	\$5,091,686	56.3%	10.0%	10.0%	0.0%	10.0%
FR2-0026	Headworks Phase 3 Cable Replacement at Plant No. 2	ACS Engineering	04/10/2023	\$575,360	\$0	\$575,360	0.0%	20.0%	20.0%	0.0%	20.0%
J-117B	Outfall Low Flow Pump Station	Shimmick Construction	12/19/2018	\$90,200,000	\$3,321,001	\$93,521,001	82.4%	8.0%	8.0%	3.7%	4.3%
J-120	Process Control Systems Upgrades	ABB, Inc.	09/15/2021	\$11,818,480	\$10,149	\$11,828,629	13.9%	10.0%	10.0%	0.1%	9.9%
J-135B	Engine and Generator Overhauls at Plant No. 1 and 2	Cooper Machinery Services	07/27/2022	\$29,361,029	\$2,554,900	\$31,915,929	26.5%	10.0%	15.6%	8.7%	6.9%

Table 1 - Board-Awarded Construction Contracts

Project/Contract		Contractor	Award Date	Contract Amount				Contingency			
				Award	Change Orders	Current	% Spent	Original	Current	Used	Remaining
MP-307	Bushard Diversion Structure Repair	Abhe - Svoboda, Inc.	06/22/2022	\$1,762,545	\$0	\$1,762,545	0.0%	10.0%	10.0%	0.0%	10.0%
P1-105	Headworks Rehabilitation at Plant 1	Kiewit Infrastructure West Co.	03/24/2021	\$222,330,000	\$1,309,131	\$223,639,131	27.1%	4.0%	4.0%	0.6%	3.4%
P1-128A	Headquarters Complex at Plant No. 1	Swinerton Builders	05/26/2021	\$102,544,973	\$1,863,156	\$104,408,129	74.2%	5.0%	5.0%	1.8%	3.2%
P1-132	Uninterruptable Power Supply Improvements at Plant 1	Leed Electric	03/02/2023	\$5,765,789	\$0	\$5,765,789	20.3%	10.0%	10.0%	0.0%	10.0%
P1-133	Primary Sedimentation Basins No. 6-31 Reliability Improvements at Plant No. 1	Shimmick Construction	02/23/2022	\$6,275,000	\$0	\$6,275,000	38.9%	10.0%	10.0%	0.0%	10.0%
P1-134	South Perimeter Security and Utility Improvements at Plant No.1	Tovey-Shultz Construction, Inc.	07/28/2021	\$4,396,779	\$294,809	\$4,691,588	96.8%	10.0%	10.0%	6.7%	3.3%
P2-122	Headworks Modifications at Plant No. 2 for GWRS Final Expansion	Shimmick Construction	01/22/2020	\$14,487,735	\$739,246	\$15,226,981	100.0%	10.0%	10.0%	5.1%	4.9%
P2-98A	A-Side Primary Clarifiers Replacement at Plant 2	PCL CONSTRUCTION INC.	05/26/2021	\$111,405,880	\$934,874	\$112,340,754	28.6%	6.0%	6.0%	0.8%	5.2%
RE21-01	Supercritical Water Oxidation	Garney Pacific, Inc.	12/15/2022	\$1,172,000	\$13,936	\$1,185,936	62.8%	10.0%	10.0%	1.2%	8.8%

Table 1 - Board-Awarded Construction Contracts

Project/Contract		Contractor	Award Date	Contract Amount				Contingency			
				Award	Change Orders	Current	% Spent	Original	Current	Used	Remaining
	Demonstration at Plant No. 1										
SC19-03	Return Activated Sludge Pump Station Elevator Rehabilitation at Plant No. 2	OTIS	12/16/2020	\$432,400	\$0	\$432,400	0.0%	20.0%	20.0%	0.0%	20.0%
			Total	\$728,579,489	\$14,448,253	\$743,027,742					

Table 2 - GM Awarded Construction Contracts

Project/Contract		Contractor	Award Date	Contract Amount			
				Award	Change Orders	Current	% Spent
FR2-0022	Digester O Structural Repairs at Plant No. 2	Jamison Engineering	03/14/2022	\$89,500	\$0	\$89,500	0.0%
FR2-0025	Digester O-T and Q-R Bridge Repair at Plant No. 2	O'Connell Engineering & Construction, Inc.	03/14/2022	\$115,450	\$38,000	\$153,450	81.4%
FRC-0009	Bitter Point Trunk Sewer Repair at Bitter Point Pump Station	Charles King Company	10/13/2022	\$275,000	\$25,000	\$300,000	0.0%
MP2-002	Ella Tunnel Walkway Replacement at Plant 2	O'Connell Engineering & Construction, Inc.	10/20/2022	\$49,450	\$0	\$49,450	0.0%
			Total	\$529,400	\$63,000	\$592,400	

Table 3 - Operations Committee Awarded Construction Contracts

Project/Contract		Contractor	Award Date	Contract Amount			
				Award	Change Orders	Current	% Spent
FE19-13	VFD Replacements at Seal Beach Pump Station	Energy Management Corporation	03/23/2022	\$138,650	\$3,991	\$142,641	100.0%
			Total	\$138,650	\$3,991	\$142,641	

Table 4 - Closed Board-Awarded Construction Contracts

Project/Contract		Contractor	Award Date	Closed Date	Contract Amount			Contingency		
					Award	Change Orders	Final	Original	Final	Unused
FR1-0012	Building B Floor Replacement, Jib Crane, and Forklift Pad	Vicon Enterprise	06/22/2022	04/05/2023	\$220,000	(\$22,892)	\$197,108	10.0%	10.0%	20.4%
J-127	Natural Gas Pipelines Replacement at Plant Nos. 1 and 2	Innovative Construction Solutions	07/22/2020	05/10/2023	\$745,500	\$68,668	\$814,168	10.0%	10.0%	0.8%
				Total	\$965,500	\$45,776	\$1,011,276			

Table 5 - Closed GM-Awarded Construction Contracts

Project/Contract		Contractor	Award Date	Closed Date	Original Award Amount	Change Orders	Final Contract Amount	Final Change Order Rate
				Total				
No GM-awarded construction contract closed this quarter								

Table 6 - Closed Committee -Awarded Construction Contracts

Project/Contract		Contractor	Award Date	Closed Date	Original Award Amount	Change Orders	Final Contract Amount	Final Change Order Rate
FRC-0012	Springdale-Relief Concrete Encasement Extension at Wintersburg-Channel	J.F. Shea Construction, Inc.	7/7/2021	4/5/2023	\$167,694	\$0	\$167,694	0%

Table 7 - Active Engineering Services Agreements

Project/Contract		Consultant	Type	Award Date	Contract Amount				Contingency			
					Award	Amendments	Current	% Spent	Original	Current	Used	Remaining
1-23	Santa Ana Trunk Sewer Rehabilitation	Stantec Consulting Services, Inc.	PDSA	04/27/2022	\$3,880,000	\$0	\$3,880,000	26%	10.0%	10.0%	0.0%	10.0%
1-24	Greenville Trunk Improvements	Brown and Caldwell	PDSA	10/31/2022	\$4,730,000	\$0	\$4,730,000	6%	10.0%	10.0%	0.0%	10.0%
2-49	Taft Branch Improvements	Woodard & Curran, Inc.	PDSA	02/24/2021	\$2,200,000	\$55,000	\$2,255,000	74%	10.0%	10.0%	2.5%	7.5%
2-72B	Newhope-Placentia Trunk Replacement, Segment B	Lee & Ro, Inc.	PCSA	03/23/2016	\$3,253,946	\$0	\$3,253,946	100%	10.0%	10.0%	0.0%	10.0%
3-62	Westminster Blvd Force Main Replacement	Stantec Consulting Services, Inc.	PCSA	12/18/2019	\$1,183,000	\$0	\$1,183,000	47%	10.0%	10.0%	0.0%	10.0%
3-64	Rehabilitation of Western Regional Sewers	AECOM Technical Services, Inc.	PDSA	01/27/2016	\$17,639,250	\$195,850	\$17,835,100	63%	10.0%	10.0%	1.1%	8.9%
3-64B	Los Alamitos Trunk Sewer Rehabilitation	AECOM Technical Services, Inc.	PCSA	05/26/2021	\$610,000	\$0	\$610,000	50%	10.0%	10.0%	0.0%	10.0%
3-67	Seal Beach Pump Station Replacement	Lee & Ro, Inc.	PDSA	12/18/2019	\$5,947,850	\$744,435	\$6,692,285	97%	10.0%	12.6%	12.5%	0.1%
5-67	Bay Bridge Pump Station Replacement	Arcadis U.S., Inc.	PDSA	10/25/2017	\$7,137,000	\$1,779,825	\$8,916,825	67%	10.0%	35.0%	24.9%	10.1%
5-68	Newport Beach Pump Station Pressurization Improvements	Dudek	PCSA	04/20/2023	\$124,979	\$0	\$124,979	0%	10.0%	10.0%	0.0%	10.0%

Table 7 - Active Engineering Services Agreements

Project/Contract		Consultant	Type	Award Date	Contract Amount				Contingency			
					Award	Amendments	Current	% Spent	Original	Current	Used	Remaining
5-68	Newport Beach Pump Station Pressurization Improvements	Dudek	PDSA	05/27/2020	\$542,988	\$0	\$542,988	86%	10.0%	10.0%	0.0%	10.0%
6-20	Fairview Trunk Rehabilitation	Dudek	PDSA	07/27/2022	\$1,200,000	\$0	\$1,200,000	29%	10.0%	10.0%	0.0%	10.0%
7-65	Gisler-Red Hill Interceptor and Baker Force Main Rehabilitation	CDM Smith Inc.	PCSA	06/27/2023	\$988,460	\$0	\$988,460	0%	10.0%	10.0%	0.0%	10.0%
7-65	Gisler-Red Hill Interceptor and Baker Force Main Rehabilitation	CDM Smith Inc.	PDSA	09/23/2020	\$1,754,000	\$175,400	\$1,929,400	100%	10.0%	10.0%	10.0%	0.0%
7-66	Sunflower and Red Hill Interceptor Repairs	GHD, Inc.	PCSA	07/28/2021	\$166,000	\$0	\$166,000	44%	10.0%	10.0%	0.0%	10.0%
7-68	MacArthur Force Main Improvements	Michael Baker International, Inc.	PDSA	05/26/2021	\$500,000	\$0	\$500,000	94%	10.0%	10.0%	0.0%	10.0%
FR1-0007	Control Center Offices and Day Training Room Remodeling at Plant No. 1	AECOM Technical Services, Inc.	PSA	07/24/2017	\$48,000	\$33,351	\$81,351	11%	N/A	N/A	69.5%	N/A
J-117B	Outfall Low Flow Pump Station	SEL Engineering Services Inc.	PSA	11/23/2022	\$1,096,074	\$0	\$1,096,074	61%	10.0%	10.0%	0.0%	10.0%
J-117B	Outfall Low Flow Pump Station	Brown and Caldwell	PCSA	12/19/2018	\$8,563,913	\$692,120	\$9,256,033	68%	10.0%	10.0%	8.1%	1.9%

Table 7 - Active Engineering Services Agreements

Project/Contract		Consultant	Type	Award Date	Contract Amount				Contingency			
					Award	Amendments	Current	% Spent	Original	Current	Used	Remaining
J-124	Digester Gas Facilities Replacement	Brown and Caldwell	PDSA	11/15/2017	\$11,770,000	\$1,177,000	\$12,947,000	97%	10.0%	10.0%	10.0%	0.0%
J-98	Electrical Power Distribution System Improvements	Schweitzer Engineering Laboratories, Inc	PSA	03/25/2020	\$1,296,878	\$0	\$1,296,878	36%	10.0%	10.0%	0.0%	10.0%
J-98	Electrical Power Distribution System Improvements	Brown and Caldwell	PDSA	02/26/2020	\$2,240,000	\$92,078	\$2,332,078	91%	10.0%	10.0%	4.1%	5.9%
P1-105	Headworks Rehabilitation at Plant 1	Carollo Engineers, Inc	PCSA	03/02/2021	\$16,500,000	\$0	\$16,500,000	30%	10.0%	10.0%	0.0%	10.0%
P1-126	Primary Sedimentation Basins No. 3-5 Replacement at Plant No. 1	Black & Veatch	PDSA	04/27/2022	\$14,163,000	\$0	\$14,163,000	9%	10.0%	10.0%	0.0%	10.0%
P1-128A	Headquarters Complex at Plant No. 1	HDR Engineering, Inc.	PCSA	05/26/2021	\$4,900,000	\$452,997	\$5,352,997	66%	10.0%	10.0%	9.2%	0.8%
P1-128A	Headquarters Complex at Plant No. 1	AECOM Technical Services, Inc.	PSA	04/28/2021	\$6,750,000	\$0	\$6,750,000	63%	10.0%	10.0%	0.0%	10.0%
P1-132	Uninterruptable Power Supply Improvements at Plant 1	Tetra Tech, Inc.	PDSA	10/23/2019	\$784,630	\$62,755	\$847,385	97%	10.0%	10.0%	8.0%	2.0%

Table 7 - Active Engineering Services Agreements

Project/Contract		Consultant	Type	Award Date	Contract Amount				Contingency			
					Award	Amendments	Current	% Spent	Original	Current	Used	Remaining
P1-133	Primary Sedimentation Basins No. 6-31 Reliability Improvements at Plant No. 1	Carollo Engineers, Inc	PCSA	03/23/2022	\$530,000	\$0	\$530,000	31%	10.0%	10.0%	0.0%	10.0%
P1-134	South Perimeter Security and Utility Improvements at Plant No.1	HDR Engineering, Inc.	PCSA	07/28/2021	\$235,000	\$0	\$235,000	44%	10.0%	10.0%	0.0%	10.0%
P1-137	Supports Buildings Seismic Improvements at Plant No. 1	Simpson, Gumpertz, and Heger	PDSA	07/27/2022	\$1,900,000	\$82,537	\$1,982,537	26%	10.0%	10.0%	4.3%	5.7%
P1-140	Activated Sludge-1 and Secondary Clarifier Rehabilitation	HDR Engineering, Inc.	PDSA	03/06/2023	\$18,462,443	\$0	\$18,462,443	5%	10.0%	10.0%	0.0%	10.0%
P2-122	Headworks Modifications at Plant No. 2 for GWRS Final Expansion	CDM Smith Inc.	PCSA	01/15/2020	\$2,200,000	\$0	\$2,200,000	82%	10.0%	10.0%	0.0%	10.0%
P2-123	Return Activated Sludge Piping Replacement at Plant 2	Spec Services, Inc.	PCSA	09/25/2019	\$252,329	\$25,233	\$277,562	100%	10.0%	10.0%	10.0%	0.0%
P2-124	Interim Food Waste Receiving Facility	Kennedy/Jenks Consultants, Inc.	PDSA	09/05/2018	\$695,000	\$31,168	\$726,168	100%	10.0%	10.0%	4.5%	5.5%

Table 7 - Active Engineering Services Agreements

Project/Contract		Consultant	Type	Award Date	Contract Amount				Contingency			
					Award	Amendments	Current	% Spent	Original	Current	Used	Remaining
P2-128	TPAD Digester Facility at Plant No.2	Brown and Caldwell	PDSA	07/22/2020	\$39,300,000	\$1,467,788	\$40,767,788	49%	10.0%	10.0%	3.7%	6.3%
P2-137	Digesters Rehabilitation at Plant No. 2	CDM Smith Inc.	PDSA	03/23/2022	\$2,650,000	\$0	\$2,650,000	30%	10.0%	10.0%	0.0%	10.0%
P2-98A	A-Side Primary Clarifiers Replacement at Plant 2	Black & Veatch	PCSA	05/26/2021	\$8,400,000	\$0	\$8,400,000	30%	10.0%	10.0%	0.0%	10.0%
PS18-09	Ocean Outfall Condition Assessment and Scoping Study	Carollo Engineers, Inc	PSA	03/25/2020	\$2,744,000	\$2,009,067	\$4,753,067	77%	10.0%	80.0%	73.2%	6.8%
PS20-02	Collection System Flow Level Monitoring Study	Woodard & Curran, Inc.	PSA	07/28/2021	\$616,562	\$0	\$616,562	36%	0.0%	10.0%	0.0%	10.0%
PS20-05	Cen Gen Pressure Vessel Integrity Assessment at Plant Nos. 1and 2	Pond & Company	PSA	02/23/2022	\$235,133	\$0	\$235,133	25%	10.0%	10.0%	0.0%	10.0%
PS21-01	Exterior Lighting Study at Plant Nos. 1 and 2	IDS Group, Inc.	PSA	10/17/2022	\$151,660	\$0	\$151,660	61%	10.0%	10.0%	0.0%	10.0%
PS21-04	Energy and Digester Gas Master Plan	Brown and Caldwell	PSA	06/22/2022	\$1,438,036	\$0	\$1,438,036	27%	10.0%	10.0%	0.0%	10.0%
RE21-01	Supercritical Water Oxidation Demonstration at Plant No. 1	374Water Systems, Inc.	PSA	12/15/2021	\$5,139,000	\$68,595	\$5,207,595	40%	10.0%	10.0%	1.3%	8.7%
Total					\$204,919,131	\$9,145,199	\$214,064,330					

Table 8 - Active Task Orders by Master Agreement

Agreement/Project		Consultant	Award Date	Original Task Order Value	Amendments	Current Task Order Value	% Spent
2017 Master Agreements for On-Call Planning Studies							
PS19-03	Laboratory Rehabilitation Feasibility Study	HDR Engineering, Inc.	10/20/2020	\$274,888	\$0	\$274,888	80%
2018 Master Professional Design Service Agreements							
FE18-06	CenGen Instrument Air Compressors Replacement at Plant No. 1	IDS Group, Inc.	04/27/2020	\$89,876	\$0	\$89,876	69%
FE18-13	Redhill Relief Sewer Relocation at State Route 55	GHD, Inc.	03/27/2020	\$168,612	\$105,331	\$273,943	84%
FE18-14	Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	Dudek	11/06/2019	\$108,308	\$0	\$108,308	96%
FE18-15	Plant Boiler System Relief at Plant No. 2	IDS Group, Inc.	10/22/2019	\$23,299	\$0	\$23,299	55%
FE18-16	Truck Loading Basement Drain Modifications at Plant No. 1	GHD, Inc.	12/04/2019	\$70,130	\$18,365	\$88,495	93%
FE18-19	12KV Distribution B and East RAS Pump Station Roofing Replacement	HDR Engineering, Inc.	09/16/2019	\$74,771	\$8,672	\$83,443	87%
FE18-20	DAFT Air Compressors Replacement at Plant No. 1	HDR Engineering, Inc.	09/02/2020	\$243,954	\$11,982	\$255,936	82%
FE19-02	Cengen Plant Water Pipe Replacement at Plant No. 1	AECOM Technical Services, Inc.	07/08/2020	\$156,498	\$143,378	\$299,876	73%
FE19-03	Trickling Filter Sludge and Scum Pumps Replacement at Plant No. 1	Black & Veatch	09/02/2020	\$244,728	\$55,272	\$300,000	97%
FE19-06	EPSA Motor Cooling Improvements at Plant No. 2	IDS Group, Inc.	05/05/2020	\$88,206	\$10,541	\$98,747	88%
FE19-10	Digesters C, D, F, G and I Gas Balance Lines Replacement at Plant No. 2	GHD, Inc.	02/03/2021	\$25,000	\$65,749	\$90,749	70%
FE19-11	Primary Clarifiers Nos. 6-31 Lighting and Alarm Improvements at Plant No. 1	AECOM Technical Services, Inc.	09/21/2020	\$226,685	\$6,137	\$232,822	75%

Table 8 - Active Task Orders by Master Agreement

Agreement/Project		Consultant	Award Date	Original Task Order Value	Amendments	Current Task Order Value	% Spent
FE19-13	VFD Replacements at Seal Beach Pump Station	AECOM Technical Services, Inc.	03/24/2021	\$78,033	\$0	\$78,033	60%
FE20-01	Wastehauler Station Safety and Security Improvements	AECOM Technical Services, Inc.	03/16/2021	\$161,012	\$16,247	\$177,259	81%
FE20-02	Digester C, D, F, and G Mechanical Rehabilitation at Plant No. 2	HDR Engineering, Inc.	03/02/2021	\$188,212	\$34,352	\$222,564	84%
FE20-03	Return Activated Sludge Discharge Piping Replacement at Activated Sludge Plant No. 1	GHD, Inc.	06/30/2021	\$249,000	\$0	\$249,000	88%
FE20-04	Cengen Cooling Water Pipe Replacement at Plant No. 2	Dudek	06/01/2021	\$240,000	\$60,000	\$300,000	93%
FE20-05	Plant Water Piping Replacement at Secondary Clarifiers 1-26 at Plant No. 1	IDS Group, Inc.	06/22/2021	\$186,626	\$0	\$186,626	75%
FE20-07	Santa Ana Trunk Rehabilitation at Plant No. 1	GHD, Inc.	05/04/2021	\$100,625	\$0	\$100,625	91%
FE20-08	Olive Sub-Trunk Siphon Rehabilitation at Santa Ana River	Dudek	06/21/2021	\$240,000	\$0	\$240,000	87%
FE20-09	CenGen Smoke Detection Improvements at Plant No. 1 and No. 2	IDS Group, Inc.	06/30/2021	\$63,275	\$0	\$63,275	81%
FR1-0011	VFD Replacements at Plant No. 1	Black & Veatch	04/08/2021	\$283,000	\$17,000	\$300,000	83%
FR2-0013	P2 Trickling Filter Sludge Pump Room Exhaust Fan Relocation at Plant No.2	AECOM Technical Services, Inc.	11/06/2019	\$75,120	\$0	\$75,120	100%
FR2-0022	Digester O Structural Repairs at Plant No. 2	AECOM Technical Services, Inc.	04/12/2021	\$46,115	\$0	\$46,115	99%
FRC-0009	Bitter Point Trunk Sewer Repair at Bitter Point Pump Station	GHD, Inc.	06/17/2021	\$159,451	\$0	\$159,451	83%
J-127	Natural Gas Pipelines Replacement at Plant Nos. 1 and 2	Black & Veatch	01/21/2019	\$271,964	\$28,036	\$300,000	100%
P1-135	Digester Ferric Chloride Piping Replacement at Plant No. 1	Dudek	02/19/2020	\$127,174	\$0	\$127,174	100%

Table 8 - Active Task Orders by Master Agreement

Agreement/Project		Consultant	Award Date	Original Task Order Value	Amendments	Current Task Order Value	% Spent
2020 Master Agreements for On-Call Planning Studies							
PS19-03	Laboratory Rehabilitation Feasibility Study	Hazen and Sawyer	01/17/2023	\$23,825	\$0	\$23,825	100%
PS20-01	Collections Yard Relocation Feasibility Study	AECOM Technical Services, Inc.	09/09/2021	\$147,181	\$0	\$147,181	100%
PS20-03	Truck Loading Bay Odor Control Improvements Study at Plant No. 2	Hazen and Sawyer	08/03/2021	\$226,021	\$0	\$226,021	100%
PS20-04	Power Generation Overhaul Feasibility Study	Brown and Caldwell	04/26/2021	\$122,748	\$101,518	\$224,266	90%
PS20-07	College Pump Station Wet Well Condition Assessment Study	HDR Engineering, Inc.	01/18/2022	\$182,297	\$0	\$182,297	70%
PS20-09	Thickening & Dewatering Plant Water Study at Plant No. 1	HDR Engineering, Inc.	04/21/2022	\$219,670	\$0	\$219,670	54%
PS21-03	Process Model for Denitrification Alternatives at Activated Sludge 1	HDR Engineering, Inc.	01/18/2022	\$25,000	\$0	\$25,000	100%
PS21-08	Pure Oxygen Activated Sludge Operations Study at Plant No. 2	Hazen and Sawyer	09/22/2022	\$241,791	\$0	\$241,791	94%
PS22-03	CEQA/MMRP Measures Review	HDR Engineering, Inc.	11/28/2022	\$24,963	\$0	\$24,963	100%
RE20-02	Chemical Resilience Study at Plant No.1 and 2	Hazen and Sawyer	06/02/2021	\$278,784	\$15,003	\$293,787	100%
2021 Master Professional Design Service Agreements							
FE21-05	Warehouse Stations and Demolition at Plant No. 2	ProjectLine Technical Services. Inc.	04/26/2022	\$228,328	\$42,953	\$271,281	100%
FE21-08	Newhope-Placentia Sewer Manhole Replacements	GHD, Inc.	02/28/2023	\$235,820	\$0	\$235,820	21%
FE22-01	Platform Modifications for Process Areas at Plant No. 1 and No. 2	ProjectLine Technical Services. Inc.	03/14/2023	\$159,296	\$0	\$159,296	12%
FR1-0017	Trickling Filter Valve Replacement at Plant No. 1	Dudek	08/16/2022	\$101,108	\$0	\$101,108	78%

Table 8 - Active Task Orders by Master Agreement

Agreement/Project		Consultant	Award Date	Original Task Order Value	Amendments	Current Task Order Value	% Spent
FR1-0018	Dewatering Centrifuge Diverter Gate Improvements at Plant No. 1	Dudek	08/16/2022	\$140,000	\$0	\$140,000	25%
FR2-0023	Activated Sludge Clarifier Entry Improvements at Plant No. 2	AECOM Technical Services, Inc.	01/13/2022	\$120,030	\$79,828	\$199,858	54%
FR2-0027	Heavy Mechanics Group Office Space Upgrade at Plant No. 2	ProjectLine Technical Services. Inc.	09/13/2022	\$126,153	\$0	\$126,153	85%
FRC-0010	Warner Avenue Vault Cover Improvements	Kleinfelder, Inc.	11/16/2021	\$205,000	\$43,128	\$248,128	77%
FRC-0014	Magnolia Sewer Manhole Abandonment at Interstate-5	Brown and Caldwell	03/15/2023	\$195,055	\$0	\$195,055	0%
FRJ-0003	Interplant Gas Line Blow Off Vault Repairs	Dudek	09/08/2022	\$165,000	\$0	\$165,000	78%
P2-127	Collections Yard Relocation and Warehouse Demolition at Plant No. 2	ProjectLine Technical Services. Inc.	08/02/2022	\$188,898	\$83,284	\$272,182	67%
SC19-06	EPSA Standby Power Generator Control Upgrades at Plant No. 2	Spec Services, Inc.	11/03/2021	\$241,153	\$58,847	\$300,000	69%
			Total	\$7,862,683	\$1,005,623	\$8,868,306	

Table 9 - Planning Studies Status Report

Project Number	Project Name	Status	Allocated Budget
PS18-06	Go/No-Go Lights and Signage	Active	\$495,000
PS18-09	Ocean Outfall Condition Assessment and Scoping Study	Active	\$5,302,717
PS19-03	Laboratory Rehabilitation Feasibility Study	Active	\$450,000
PS20-02	Collection System Flow Level Monitoring Study	Active	\$743,218
PS20-08	Euclid Trunk Sewer Hydraulic Modeling and Odor Control Analyses	Active	\$500,000
PS20-09	Thickening & Dewatering Plant Water Study at Plant No. 1	Active	\$400,000
PS21-01	Exterior Lighting Study at Plant Nos. 1 and 2	Active	\$345,533
PS21-02	Public Announcement and Fire System at Plant Nos. 1 and 2	Active	\$500,000
PS21-04	Energy and Digester Gas Master Plan	Active	\$1,785,000
PS21-05	CAD Design Manual Update for 3D Design	Active	\$758,000
PS21-06	Urban Runoff Optimization Study	Active	\$1,100,000
PS21-07	Process Simulation Model Development for Cen Gen Facilities	Active	\$121,000
PS21-08	Pure Oxygen Activated Sludge Operations Study at Plant No. 2	Active	\$360,000
PS21-10	Integrated Nitrogen Management	Active	\$211,000
PS22-02	Onsite Oxygen Generation Feasibility Study at Plant No. 2	Active	\$295,000
PS22-03	CEQA/MMRP Measures Review	Active	\$40,000
Grand Total			\$13,406,468
Number of Chartered Projects			16
Board Approved Program Budget			\$28,652,000
Remaining Unallocated Budget			\$15,245,532

Table 10 - Research Program Status Report

Project Number	Project Name	Status	Allocated Budget
RE20-06	Co-Thickened Sludge Pump Trial at Plant No. 1	Active	\$160,000
RE21-01	Supercritical Water Oxidation Demonstration at Plant No. 1	Active	\$7,941,029
Grand Total			\$8,101,029
Number of Chartered Projects			2
Board Approved Program Budget			\$10,000,000
Remaining Unallocated Budget			\$1,898,971

Table 11 - Small Construction Projects Program Status Report

Project Number	Project Name	Status	Allocated Budget
FE18-06	CenGen Instrument Air Compressors Replacement at Plant No. 1	Active	\$1,150,000
FE18-13	Redhill Relief Sewer Relocation at State Route 55	Active	\$3,550,000
FE18-14	Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	Active	\$1,895,000
FE18-15	Plant Boiler System Relief at Plant No. 2	Active	\$675,000
FE18-16	Truck Loading Basement Drain Modifications at Plant No. 1	Active	\$592,000
FE18-20	DAFT Air Compressors Replacement at Plant No. 1	Active	\$1,360,000
FE19-01	Pump Station Portable Generator Connectors	Active	\$2,570,000
FE19-02	Cengen Plant Water Pipe Replacement at Plant No. 1	Active	\$4,165,000
FE19-03	Trickling Filter Sludge and Scum Pumps Replacement at Plant No. 1	Active	\$3,200,000
FE19-04	Sunflower Pump Replacement at Plant No. 1	Active	\$4,300,000
FE19-06	EPSA Motor Cooling Improvements at Plant No. 2	Active	\$1,475,000
FE19-08	Secondary Treatment VFD Replacements at Plant No. 2	Active	\$2,900,000
FE19-10	Digesters C, D, F, G and I Gas Balance Lines Replacement at Plant No. 2	Active	\$1,200,000
FE19-11	Primary Clarifiers Nos. 6-31 Lighting and Alarm Improvements at Plant No. 1	Active	\$1,250,000
FE19-12	Rebuild Shop Fume Extractor Installation at Plant No 1	Active	\$560,000
FE19-13	VFD Replacements at Seal Beach Pump Station	Active	\$520,000
FE20-01	Wastehauler Station Safety and Security Improvements	Active	\$2,671,500
FE20-02	Digester C, D, F, and G Mechanical Rehabilitation at Plant No. 2	Active	\$3,950,000
FE20-03	Return Activated Sludge Discharge Piping Replacement at Activated Sludge Plant No. 1	Active	\$6,840,000
FE20-04	Cengen Cooling Water Pipe Replacement at Plant No. 2	Active	\$5,180,000
FE20-05	Plant Water Piping Replacement at Secondary Clarifiers 1-26 at Plant No. 1	Active	\$1,545,000
FE20-06	Thickening and Dewatering Building Pipe Support Improvements at Plant No. 1	Active	\$1,500,000
FE20-07	Santa Ana Trunk Rehabilitation at Plant No. 1	Active	\$765,000
FE20-08	Olive Sub-Trunk Siphon Rehabilitation at Santa Ana River	Active	\$3,500,000
FE20-09	CenGen Smoke Detection Improvements at Plant No. 1 and No. 2	Active	\$950,000
FE21-01	Plasma Cutting Fume Extractor installation at Plant No. 1 Rebuild Shop	Active	\$277,000
FE21-02	Lighting Improvements Boiler and Sludge Dewatering Areas at Plant No. 1	Active	\$320,000
FE21-04	Thickening and Dewatering Facility Handrail Installation at Plant No. 1	Active	\$230,000
FE21-05	Warehouse Stations and Demolition at Plant No. 2	Active	\$2,200,000
FE21-06	Chemical Dosing Station Installation at Westside Pump Station	Active	\$560,000

Table 11 - Small Construction Projects Program Status Report

Project Number	Project Name	Status	Allocated Budget
FE21-07	Liquid Oxygen Tank A Replacement at Plant No. 2	Active	\$3,800,000
FE21-08	Newhope-Placentia Sewer Manhole Replacements	Active	\$1,225,000
FE22-01	Platform Modifications for Process Areas at Plant No. 1 and No. 2	Active	\$1,300,000
FE22-02	Liquid Oxygen Tank B Replacement at Plant No. 2	Active	\$4,200,000
Grand Total			\$72,375,500
Number of Chartered Projects			34
Board Approved Program Budget			\$90,000,000
Remaining Unallocated Budget			\$17,624,500

Table 12 - Information Technology Capital Program Status Report

Project Number	Project Name	Status	Allocated Budget
IT19-01	IT Safety VPP Systems (IT19-01)	Active	\$210,000
IT19-05	IT P1 & P2 Data Refresh (IT19-05)	Active	\$1,200,000
IT20-05	Client Management Modernization (ICE-69_IT20-05) 6520005	Active	\$99,000
IT20-06	Nintex Workflow Cloud Implementation (ICE-75_IT20-06) 6520006	Active	\$350,000
IT20-08	Field Computer for Nerissa and Interface with LIMS(ICE-68_IT20-07) 6520008	Active	\$121,000
IT20-10	Digitize Quality Assurance Tracking Processes/TNI/ELAP Standards (ICE-76_IT20-10) 6520010	Active	\$145,700
IT21-01	Access Network Equipment Obsolescence Replacement (ICE-79_IT21-01) 6521001	Active	\$1,249,500
IT21-04	Databridge Scale Management Software (ICE - 84_IT21-04)	Active	\$42,752
IT21-05	JD Edwards Server Migration and Upgrade (ICE - 86_IT21-05) 6521005	Active	\$88,000
IT22-01	Fortigate Firewall Replacement (ICE - 92_IT22-01) 6522001	Active	\$275,000
IT22-02	Two Routers and Two Switches for Dual ISPs (ICE - 94_IT22-02) 6522002	Active	\$80,000
IT22-03	PAO Graphic Arts Printer (ICE - 95_IT22-03) 6522003	Active	\$13,405
Grand Total			\$3,874,357
Number of Chartered Projects			12
Board Approved Program Budget			\$10,000,000
Remaining Unallocated Budget			\$6,125,643

Table 13 - Operations & Maintenance Capital Program Status Report

Project Number	Project Name	Status	Allocated Budget
SC19-03	Return Activated Sludge Pump Station Elevator Rehabilitation at Plant No. 2	Active	\$890,000
SC19-06	EPSA Standby Power Generator Control Upgrades at Plant No. 2	Active	\$3,450,000
SC20-02	Ocean Outfall Booster Station Elevator Rehabilitation	Active	\$410,000
SC22-01	EPSA Electrical Building and Distribution Center H HVAC System Replacement at Plant No. 2	Active	\$5,100,000
Grand Total			\$9,850,000
Number of Chartered Projects			4
Board Approved Program Budget			\$15,622,000
Remaining Unallocated Budget			\$5,772,000



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-3018

Agenda Date: 9/6/2023

Agenda Item No: 4.

FROM: Robert Thompson, General Manager
Originator: Riaz Moinuddin, Director of Operations & Maintenance

SUBJECT:

MP2-0010 PRIMARY EFFLUENT PUMP STATION PUMP NOS. 1, 2, AND 3 OVERHAUL AT PLANT NO. 2

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Sole Source Services Contract for MP2-0010 Primary Effluent Pump Station (PEPS) Pump Nos. 1, 2, and 3 Overhaul at Plant No. 2 to Vaughan's Industrial Repair Co., Inc. to rebuild three (3) Fairbanks Morse vertical pumps, for a total amount not to exceed \$619,774; and
- B. Approve a contingency of \$61,977 (10%).

BACKGROUND

The Orange County Sanitation District (OC San) Plant No. 2 PEPS conveys non-reclaimable primary-treated wastewater to the Activated Sludge (AS) process for secondary treatment prior to discharge through the ocean outfall. The PEPS Pump Station is comprised of four pumps that were originally installed over 40 years ago by Project P1-16 in 1981.

RELEVANT STANDARDS

- 24/7/365 treatment plant reliability
- Comply with environmental permit requirements
- Maintain a proactive asset management program
- Operate and maintain facilities to minimize impacts on surrounding communities, including odor, noise, and lighting

PROBLEM

A recent rebuild of the PEPS Pump No. 4 at OC San Plant No. 2 found degradation and damage that needed repairs on the discharge elbow, pump impeller, and suction bell. PEPS Pump Nos. 1, 2, and 3 have been in service for the same amount of time and require removal and repair before any major parts are damaged beyond repair.

PROPOSED SOLUTION

Approve a Sole Source Service Contract with a fixed 3-year contract, one pump per year, to Vaughan's Industrial Repair Co., Inc. to rebuild the Fairbanks Morse PEPS Pumps. The pumps need to be overhauled to give units a longer life cycle and before damaged parts become obsolete.

TIMING CONCERNS

The existing three PEPS Pumps are 40 years old and are showing signs of degradation.

RAMIFICATIONS OF NOT TAKING ACTION

Failure to overhaul and recondition the PEPS Pumps would result in the reduction of secondary treatment capacity if failure were to occur. Additionally, a pump failure would severely handicap the ability to pump primary effluent to the AS Plant, thus affecting the ability to process peak wet weather flows and maintain permit capacity.

PRIOR COMMITTEE/BOARD ACTIONS

August 2019 - Fairbanks Morse added to the OEM (Original Equipment Manufacturer) Board sole source list.

ADDITIONAL INFORMATION

Vaughan's Industrial Repair Co., Inc. is the sole authorized service center for OC San's Fairbanks Morse pumps. A contingency of 10% is requested to cover additional costs for labor and materials should further damage be discovered once the influent pumps have been removed.

CEQA

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

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. The recommendation will be funded under the Repairs and Maintenance line item for Plant No. 2 Operations and Maintenance Department (Budget Update - Fiscal Year 2023-24, Page 39). The available funding is sufficient for this action.

ATTACHMENT

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

- Services Contract
- Photos/Supplemental Attachment

**SERVICES CONTRACT
PEPS PUMP #1, #2, AND #3 OVERHUAL AT PLANT 2
Specification No. MP2-0010**

This SERVICES CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Vaughan's Industrial Repair Co., Inc. (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to obtain the services of Contractor for the overhaul of three Primary Effluent Pump Station (PEPS) pumps ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Contractor to provide the Services; and

WHEREAS, OC San selected Contractor to provide the Services in accordance with Ordinance No. OC SAN-61; and

WHEREAS, on September 27, 2023, OC San's Board of Directors by minute order, authorized execution of this Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.

1.2 The following exhibits are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work

Exhibit "B" – Quote

Exhibit "C" – Determined Insurance Requirement Form

Exhibit "D" – Contractor Safety Standards

Exhibit "E" – Human Resources Policies

Exhibit "F" – General Conditions

1.3 In the event of any conflict or inconsistency between the provisions of the Contract and any of the provisions of the exhibits hereto, the provisions in the document highest in precedence shall be controlling. The order of precedence of the applicable documents is set forth below:

a. Services Contract

b. Exhibit "A" – Scope of Work

c. Permits and other regulatory requirements

d. Exhibit "C" – Determined Insurance Requirement Form

e. Exhibit "F" – General Conditions

- f. Exhibit "D" – Contractor Safety Standards
 - g. Exhibit "B" – Quote
- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of providing the Services to OC San.
 - 1.5 Work Hours: All work shall be scheduled Monday through Friday, between the hours of 7:30 a.m. and 4:30 p.m.
 - 1.6 Days: Shall mean calendar days, unless otherwise noted.
 - 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
 - 1.8 Work: Shall mean all work, labor, and materials necessary to provide the Services.
 - 1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
 - 1.10 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Scope of Work.

- 2.1 Contractor shall provide the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties and consistent with Exhibit "F" - General Conditions (General Conditions), including the sections entitled REQUEST FOR CHANGE (CHANGES AT CONTRACTOR'S REQUEST) and OWNER INITIATED CHANGES.
- 2.3 Familiarity with Work. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; (b) it understands the facilities, difficulties, and restrictions of the work under this Contract; and (c) it has examined the site of the work and is aware of all conditions at the site. Should Contractor discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
- 2.4 Performance. Time is of the essence in the performance of the provisions hereof.

3. Contract Term.

- 3.1 The Services, shall be completed by October 15, 2026, commencing from the effective date of the Notice to Proceed.
- 3.2 Extensions. The term of this Contract may be extended only by an amendment signed by both Parties and consistent with the General Conditions, including the section entitled EXTENSION OF TIME FOR DELAY.

4. Compensation.

- 4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed Six Hundred Nineteen Thousand Seven Hundred Seventy-Three Dollars and Seventy-One Cents (\$619,773.71).
- 4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

5. Payments and Invoicing.

- 5.1 OC San shall pay itemized invoices for work completed in accordance with Milestone Schedule listed in Exhibit "A", net thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.
- 5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line, include "INVOICE" and the Purchase Order Number.
- 5.3 The invoices shall be consistent with the General Conditions, including the section entitled PAYMENT FOR WORK.

6. California Department of Industrial Relations Registration and Record of Wages.

- 6.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.
- 6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San

and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.

- 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 6.6 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
 - 6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.
- 6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to

undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

6.11 Contractor shall comply with the provisions specified in the General Conditions section entitled LAWS TO BE OBSERVED.

7. **Damage to OC San’s Property.** Any of OC San’s property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San and consistent with the General Conditions, including the section entitled PRESERVATION OF PROPERTY.
8. **Freight (F.O.B. Destination).** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
9. **Audit Rights.** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
10. **Contractor Safety Standards and Human Resources Policies.** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit “A,” all applicable Contractor Safety Standards in Exhibit “D,” and the Human Resources Policies in Exhibit “E.”
11. **Insurance.** Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit “C” – Determined Insurance Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.
12. **Bonds.** Not Used.
13. **Indemnification and Hold Harmless Provision.** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor’s equipment and/or Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims,

liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopied material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent; or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.

14. **Independent Contractor.** The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
15. **Subcontracting and Assignment.** Any subcontracting or assignment shall be governed by the provisions of the General Conditions including the sections entitled SUBCONTRACTING and ASSIGNMENT.
16. **Disclosure.** Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
17. **Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San, or for any amount which may become due to Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
18. **Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
19. **Applicable Laws and Regulations.** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
20. **Licenses, Permits, Ordinances, and Regulations.** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Contractor.

21. **Regulatory Requirements.** Contractor shall perform all work under this Contract consistent with the General Conditions, including the section entitled STORMWATER REQUIREMENTS, and in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
22. **Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
23. **South Coast Air Quality Management District's Requirements.** It is Contractor's responsibility to ensure that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.
24. **Warranties.** Contractor shall provide the warranties required in the Scope of Work and in the General Conditions, including the section entitled WARRANTY (CONTRACTOR'S GUARANTEE).
25. **Dispute Resolution.** Any disputes between the Parties shall be resolved as specified in the General Conditions, including the section entitled DISPUTES.
26. **Liquidated Damages.** Not Used.
27. **Remedies.** In addition to other remedies available in law or equity, if the Contractor fails to perform the Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "cover" by purchasing, or contracting to purchase, substitute equipment and services for those due from Contractor. In the event OC San elects to "cover" as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute equipment and services and the Contract price, together with any incidental or consequential damages.
28. **Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.
29. **Termination.**
 - 29.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination.

29.2 OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.

29.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:

- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
- if Contractor sells its business; or
- if Contractor breaches any of the terms of this Contract; or
- if the total amount of compensation exceeds the amount authorized under this Contract.

29.4 All OC San's property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.

30. **Attorney's Fees.** 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 Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled and as specified in the General Conditions, including in the section entitled CLAIMS.

31. **Waiver.** The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.

32. **Severability.** If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.

33. **Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.

34. **Governing Law.** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.

35. **Notices.**

35.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

OC San: Darius Ghazi, CPM
Senior Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708
dghazi@ocsan.gov

Contractor: Alex Goodyear
Service Representative
Vaughan's Industrial Repair Co., Inc.
16224 Garfield Ave.
Paramount, CA 90723
alexg@virc1.com

35.2 Each party shall provide the other party written notice of any change in address as soon as practicable.

36. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.
37. **Authority to Execute.** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
38. **Entire Agreement.** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

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

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Contract to be signed by their duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Chad P. Wanke
Chair, Board of Directors

Dated: _____

By: _____
Tina Knapp, MMC
Assistant Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Finance & Procurement Manager

VAUGHAN'S INDUSTRIAL REPAIR CO., INC.

Dated: _____

By: _____

Print Name and Title of Officer

JL:LL

EXHIBIT A
SCOPE OF WORK
PEPS PUMP #1, #2, AND #3 OVERHUAL AT PLANT 2 (MP2-0010)

SCOPE OF WORK

1 Location of Work

The work covered under this Contract will take place at the Orange County Sanitation District's ("OC San's"):

- Plant 2 – 22212 Brookhurst Street, Huntington Beach, CA 92648 (See Appendix A-1, Project Location Map)

2 General

The Contractor shall furnish all labor, equipment, materials, machinery, tools, supplies, insurance, bonds, permits, licenses, transportation, and other incidentals necessary to complete all tasks and items of work described within Exhibit A and within other portions of the Contract Documents and Drawings and as more specifically described below.

3 Description of the Work

The work involves the overhaul of three Primary Effluent Pump Station (PEPS) pumps, Pump #1, #2 and #3 by the authorized repair company of the pump's original equipment manufacturer (OEM). See A - 2 Existing PEPS As-built Drawings, Shop Drawings and Pictures for reference.

The Contractor shall use parts and perform work in accordance with original equipment manufacturer (OEM) recommendations, instructions and as required by the latest applicable codes and regulations.

The Contractor shall coordinate work with the OC San Project Manager and its Operations staff for existing PEPS pumps shutdown. No more than one pump shall be removed out of service at a time to avoid interference or disruption of existing process operation. The Contractor shall complete the three PEPS pumps overhaul in three consecutive dry seasons, which begins April 15 and ends October 15 from 2024 to 2026. It is estimated to take 20 to 22 weeks to complete one pump overhaul. The Contractor shall work with the OC San Project Manager to develop the Work Plan along with a schedule for each major activity.

For each PEPS pump overhaul, the work will be broken down into two phases which includes:

- Phase (1) Pump Removal and Condition Assessment
- Phase (2) Pump Repairs, Reinstallation and Minor Field Repair Work.

After Phase (1) work, should it be discovered that the pump is not repairable, or the repair cost nears the replacement cost, the Contractor shall notify OC San. OC San may then request the Contractor to stop work. Contractor will only be paid for the Phase (1) work, and all parts must return to OC San.

If the pump is repairable, Contractor shall notify OC San Project Manager and state whether optional repair/replacement parts will be needed along with any other additional repairs. Any additional work must be approved by OC San Project Manager. Work shall not begin on Phase (2) unless first authorized in writing by the OC San Project Manager.

Phase (2) work will involve crane lifting of the pump and field work that requires confined space entry. Contractor shall provide lifting, personal protective equipment, safety submittals, and complete safety related tasks following the requirements outlined by the Contractor Safety Standards.

4 Project/Work Elements

4.1 Phase (1) Work – Pump Removal and Condition Assessment

Contractor shall:

1. Arrive on site and verify proper isolation of equipment.
2. Enter confined space in wet well and remove below grade discharge coupling and floor plate.
3. Uncouple and remove existing drive motor, set aside.
4. Remove PEPS building roof hatch and set aside.
5. Remove complete pump through roof hatch with crane.
6. Set on common carrier truck and transport to Contractor's repair facility.
7. Reinstall roof hatch, install cover over pump base plate hole and clean-up site.
8. At the Contractor's repair facility, disassemble, clean, perform condition assessment of pump.
9. Sandblast to bright metal bowl, column, discharge elbow and discharge head sections to complete assessment of corrosion damage.
10. After the complete assessment, notify OC San if pump is repairable, if optional repair/replacement items are needed, and if any other additional repairs are needed.

4.2 Phase (2) Work – Pump Repairs, Reinstallation and Minor Field Repair Work

Contractor shall:

1. Fabricate all new pump shafting from 416 SS material. Straighten shafting to max .002" TIR.
2. Supply and install new bowl, and stuffing box bushings from 660 bronze material.
3. Supply and install all new bronze line shaft bearings.
4. Supply and install new suction bell bronze bearing and sand collar.
5. Clean and reuse existing SS line shaft couplings.
6. Fabricate and install (4) new thrust rod brackets on discharge elbow to replace presumably eroded units.
7. Apply 2-part epoxy coating, min. 20mils thick to bowls, column, discharge elbow and discharge head.
8. Clean, sandblast, machine faces, and apply 2-part epoxy coating to existing inner column sections.
9. Dynamically balance impeller/shaft assembly to ISO 1940, quality grade G-2.5.
10. Assemble pump complete and apply additional coat of 2-part epoxy.
11. Apply enamel paint to exterior of pump head to match existing color.
12. Return to site and provide new thrust rod brackets for discharge pipe.
13. Remove existing brackets and weld on new brackets in wet well area.
14. Touch up area around welds with 2-part epoxy.
15. Install new discharge coupling.
16. Load pump on common carrier truck and deliver to site for installation.
17. Install pump with contracted crane through roof hatch.
18. Install drive motor, verify correct rotation, couple pump to motor and set impeller lift clearance.
19. Assist OC San for flow test and clean-up jobsite.

Optional Repair/Replacement Items:

1. If applicable, Contractor shall repair minor wear to impeller. After inspection, if the impeller is restorable and does not require any major repairs, Contractor shall restore impeller vane tips/angles by applying epoxy-filler/welding to eroded areas and machine trim to restore pre-existing angles, and apply epoxy coating to impeller to increase longevity.

2. Contractor shall supply new non-OEM suction bell section to replace a presumably corroded unit if applicable. Non-OEM suction bell shall be cast from pattern made from original part. OC San will dimensionally verify that the new part matches the existing unit so original design performance of the pump should not be impacted.

4.3 Submittals

1. Work Plan
2. Construction Schedule
3. Crane lifting plan
4. Any materials or coatings used during the repair process

4.4 Warranties

The Contractor shall warrant all work performed will be free of defects in workmanship for a period of one year after the Final Acceptance of the Work by OC San. All warranty periods shall begin after satisfactory installation and approved functional testing by the Contractor and OC San Project Manager. The Contractor shall be responsible for removal, installation, and shipping costs for correcting of any workmanship defects at no cost to OC San.

4.5 Permits/License

- Confined Space Entry permit
- Hot work permit for field welding work

5 Resources Available

1. Lay down and staging area.
2. OC San will provide a laydown area at a location determined by OC San at the beginning of the project.

5.1 Unavailable

1. Temporary power and utilities
2. OC San restroom facilities

6 Milestone Schedule

Milestones/Timeline	Duration (days) from Notice to Proceed (NTP)	Review Period (Days)	Cumulative Days
Pump #1 Overhaul in 2024 Dry Season (April 15 to October 15)			
Submittal	7	7	14
Phase (1) Pump Removal and Condition Assessment	14	0	28
Phase (2) Pump Repairs, Reinstallation and Minor Field Repair Work	140	0	168
Pump #2 Overhaul in 2025 Dry Season (April 15 to October 15)			
Submittal	7	7	14
Phase (1) Pump Removal and Condition Assessment	14	0	28

Phase (2) Pump Repairs, Reinstallation and Minor Field Repair Work	140	0	168
Pump #3 Overhaul in 2026 Dry Season (April 15 to October 15)			
Submittal	7	7	14
Phase (1) Pump Removal and Condition Assessment	14	0	28
Phase (2) Pump Repairs, Reinstallation and Minor Field Repair Work	140	0	168

7 Project Management

7.1 Project Kick-Off Meeting

1. A minimum of one week prior to start of work, a meeting with OC San staff shall be held either in person or virtually, to establish appropriate contacts and review the Contractor's plan to implement this work.

8 Staff Assistance

The Contractor will be assigned a single point of contact on this project. Any meetings and/or correspondence related to this project shall be scheduled and approved by the OC San Project Manager.

**LEGISTAR NO. 2023-3018
SUPPLEMENTAL ATTACHMENT
MP2-0010 PRIMARY EFFLUENT PUMP STATION PUMP NOS. 1, 2, AND 3
OVERHAUL AT PLANT NO. 2**

Figure 1:
PEPS Pump No. 4 signs of deterioration.



Figure 2:
PEPS Pump No. 4 Impeller showing signs of heavy corrosion and in need of replacement.





OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-3070

Agenda Date: 9/6/2023

Agenda Item No: 5.

FROM: Robert Thompson, General Manager
Originator: Riaz Moinuddin, Director of Operations & Maintenance

SUBJECT:

SODIUM HYDROXIDE (NAOH)(CAUSTIC SODA) 50% SOLUTION

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Award a Chemical Supplier Agreement to Brenntag Pacific, Inc. for the purchase of sodium hydroxide (caustic soda) 50% solution, Specification No. C-2023-1417BD, for the period of October 1, 2023 through September 30, 2024, for a unit price of \$676 per dry ton, delivered, plus sales tax, for a total estimated annual amount of \$672,620;
- B. Approve option to renew the Chemical Supplier Agreement for up to four (4) one-year periods; and
- C. Approve renewal adjustments of unit pricing with a not to exceed 25% contingency.

BACKGROUND

The Orange County Sanitation District (OC San) utilizes two programs for controlling odor and corrosion in the collection system: continuous chemical dosing and intermittent dumping of sodium hydroxide (caustic soda). In 1989, OC San began using caustic soda to prevent the generation of hydrogen sulfide in the sewer trunk lines which causes odor and corrosion. Specific trunklines not treated by continuous-chemical dosing facilities are a candidate for intermittent dosing with caustic soda. For these sewers, caustic soda is batch dumped from the supplier's tank truck directly into the pipeline. This shock-dose treatment kills the bacteria layer on the inside of the pipe that forms hydrogen sulfide (dissolved and gaseous) in the sewage. Hydrogen sulfide generation levels are monitored through routine sampling and compared to pre-established acceptable levels of service.

RELEVANT STANDARDS

- Comply with Odor Control Master Plan
- 12 or fewer odor complaints per year under normal operating conditions in the collection system
- Protect OC San assets

PROBLEM

The conveyance of wastewater in the collection system has the potential to cause odor nuisance complaints in the surrounding community and produce acids that degrade concrete and metal structures, thus reducing their useful life. The current agreement with the service provider will expire this fiscal year with no remaining renewals.

PROPOSED SOLUTION

Staff recommends awarding the Chemical Supplier Agreement to Brenntag Pacific, Inc. to continue the intermittent dosing portion of the Regional Odor and Corrosion Control System.

TIMING CONCERNS

If no action is taken, odor and corrosion service will lapse.

RAMIFICATIONS OF NOT TAKING ACTION

Increased odor complaints could lead to organized public protests and increased costs associated with more frequent rehabilitation of assets.

PRIOR COMMITTEE/BOARD ACTIONS

May 2022 - Board of Directors approved a unit price contingency increase of \$44.40 per dry ton (an additional 6% of the base cost) to the liquid caustic soda (50%) contract, Specification No. C-2018-915BD, with Brenntag Pacific for the term July 1, 2022 through June 30, 2023, for a new total contingency amount not to exceed \$112.80 per dry ton (16%) with a total estimated usage of \$481,153.

May 2018 - Awarded a Chemical Supplier Agreement to Brenntag Pacific, Inc. for purchasing sodium hydroxide (caustic soda) 50% solution, Specification No. C-2018-915BD, for the period of July 1, 2018 through June 30, 2019, for a unit price of \$684/dry ton, delivered, plus sales tax, for an estimated annual amount of \$967,005 with four one-year renewal options; and approved a unit price contingency of 10%.

ADDITIONAL INFORMATION

A Notice Inviting Bids (NIB) was issued on July 11, 2023, via PlanetBids, and closed on August 8, 2023. OC San received one bid valid for 180 calendar days from the bid opening date. A bridge agreement is currently in place for term of July 1, 2023 to September 30, 2023.

Company Name	Bid	Determination
Brenntag Pacific, Inc.	\$672,620.00 \$676.00 / DT Delivered	Responsive Responsible
PENNCO	NO BID	N/A
UNIVAR SOLUTIONS USA, INC.	NO BID	N/A

Based on these results, staff recommends awarding the agreement to Brenntag Pacific, Inc. The agreement's term will tentatively begin on October 1, 2023, and through September 30, 2024; with four proposed optional renewals.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. The amount is budgeted in Division 820 fiscal year 2023-24, Budget Update, Operating Materials and Supplies, Page 23.

ATTACHMENT

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

- Chemical Supplier Agreement

CT:DS:sr

CHEMICAL SUPPLIER AGREEMENT
Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution
Specification No. C-2023-1417BD

This CHEMICAL SUPPLIER AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and _____ (hereinafter referred to as "Supplier"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to temporarily engage Supplier to provide Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution as described in Exhibit "A"; and

WHEREAS, Supplier submitted its Bid dated [_____]; and

WHEREAS, on _____, OC San's _____ [Board of Directors or Operations Committee], by minute order, authorized execution of this Agreement.

WHEREAS, OC San has chosen Supplier to provide Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution in accordance with Ordinance No. OC SAN-56; and

NOW, THEREFORE, in consideration of the mutual promises and mutual benefits exchanged between the Parties, the Parties mutually agreed as follows:

1. Introduction

1.1 This Agreement and all exhibits hereto is made by OC San and the Supplier. The terms and conditions herein exclusively govern the purchase of Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution as described in Exhibit "A".

1.2 Exhibits to this Agreement are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.

Exhibit "A" Scope of Work
Exhibit "B" Bid
Exhibit "C" Determined Insurance Requirement Form
Exhibit "D" OC San Safety Standards
Exhibit "E" Human Resources Policies

1.3 In the event of any conflict or inconsistency between the provisions of this Agreement and any of the provisions of the exhibits hereto, the provisions of this Agreement shall in all respects govern and control.

1.4 This Agreement may not be modified, changed, or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by both Parties.

1.5 The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

- 1.6 The term “days”, when used in the Agreement, shall mean calendar days, unless otherwise noted as workdays.
- 1.7 The term “workday”. Workdays are defined as all days that are not Saturday, Sunday, or OC San observed holidays. Meetings with OC San staff shall be scheduled from Monday through Thursday between the hours of 8 a.m. and 4 p.m. (exception is Operations staff who maintain plant operations 24 hours per day 7 days per week and work a rotated 12-hour shift) and shall conform to OC San work schedules.
- 1.8 OC San holidays (non-working days) are as follows: New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.9 Work Hours: The work required under this Agreement may include normal business hours, evenings, and weekends.
- 1.10 Supplier shall provide OC San with all required premiums and/or overtime work at no charge beyond the total amount of the Agreement.
- 1.11 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or action incurred or undertaken by Supplier as a result of work performed in anticipation of purchases of said services by OC San.

2. Delivery

- 2.1 LOCATIONS: Deliveries shall be made in accordance with the Scope of Work, Exhibit “A”.
- 2.2 OC San will pay only for the actual quantity of Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution delivered, based upon certified tare weight and net weight. The quantity invoiced by Supplier and payable by OC San will be for the total net weight of Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution delivered (loaded gross weight minus the tare weight). Tare weight shall be determined immediately after each delivery and prior to cleaning, emptying, or clearing the delivery tank.
- 2.3 In accordance with Exhibit “A”, a bill of lading shall accompany all shipments.

3. **Possession** Ownership and control of all Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution delivered pursuant to this Agreement shall remain solely and exclusively with Supplier, until complete transfer of possession by delivery to OC San at the designated locations is made by Supplier.

4. Quantity

- 4.1 OC San makes no guarantee to actual use or quantity of Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution purchased. Use may be sporadic based on the wastewater treatment requirements unique to each treatment plant.
- 4.2 OC San will, through the term of this Agreement, purchase Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution from Supplier exclusively, except when OC San determines Supplier cannot make delivery within the time specified, with the quality and quantity specified, at the Agreement price, the level of Service is inadequate, OC San unapproved increase in rate or for any other default or breach of this Agreement. In such event, OC San may purchase Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution elsewhere and charge Supplier any difference in the delivered price to OC San from that provided in this Agreement, or

alternatively, OC San may terminate the Agreement based on said breach or failure to deliver the specified product. Quality control tests will be performed by OC San on the delivered Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution to ensure it is consistent with the requirements specified in Exhibit "A".

5. California Department of Industrial Relations Registration and Record of Wages

- 5.1 Pursuant to Labor Code sections 1720 et seq., and as specified in Title 8, California Code of Regulations section 16000, prevailing wages are required for all Work under this Agreement. It is Supplier's responsibility to interpret and implement any prevailing wage requirements and Supplier agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 5.2 Supplier and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the Work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 5.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.
- 5.4 Supplier and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Supplier shall post a copy of the prevailing rate of per diem wages at the job site.
- 5.5 Supplier and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Supplier and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Supplier and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
 - 5.5.1 As a condition to receiving payments, Supplier agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Agreement.
- 5.6 The Supplier and any of its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Supplier and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any Work.

- 5.6.1 In addition to the penalty, and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Supplier or its subcontractor.
- 5.7 Supplier and its subcontractors shall comply with Labor Code sections 1810 through 1815. Supplier and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that Work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Supplier shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 5.8 Supplier and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Supplier or any subcontractor.
- 5.9 Supplier shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 5.10 Pursuant to Labor Code sections 1860 and 3700, the Supplier and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Supplier and its subcontractors, by accepting this Agreement, certify that:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

6. Pricing and Invoicing

- 6.1 Supplier will invoice for Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution delivered in accordance with Exhibit “A”, and in accordance with the unit price(s) listed in Exhibit “B”. Prices shall include all cartage and taxes except California State Sales Tax. The sales tax will be paid by OC San.
- 6.2 OC San shall pay, net thirty (30) days, upon receipt and approval by OC San of itemized invoices, submitted in a form acceptable to OC San to enable audit of the charges thereon. Supplier shall email invoices to OC San Accounts Payable at APStaff@ocsan.gov and “INVOICE” with the Purchase Order Number and Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution shall be referenced in the subject line. All invoices shall include a description of the delivery location, the delivery date, and the unit price(s).

7. Modifications

- 7.1 This Agreement may be modified or changed only by written instrument in the form of an amendment to this Agreement signed by both Parties.
- 7.2 Pricing modifications: The prices established in this Agreement shall remain firm for the Agreement term. Any adjustments made will allow for increases or decreases in the manufactured cost of Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution and will be based

upon OC San validated information furnished by Supplier and OC San sources. Adjustments will only be reviewed on an annual basis. OC San reserves the right to agree with or reject the proposed unit price increase or decrease.

7.3 Price changes may be made through the OC San Purchase Order Process.

8. **Agreement Term** The Services provided under this Agreement shall be completed one (1) year from the effective date of the Notice to Proceed.

9. **Renewals**

9.1 OC San may exercise the option to renew the Agreement for up to four (4) one-year periods. OC San shall make no obligation to renew nor give reason if it elects not to renew. The prices established in the original Agreement may be adjusted. The adjustment will allow for any increase or decrease in the manufactured cost of the Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution and will be based upon OC San validated information furnished by Supplier and OC San sources. Adjustments will only be reviewed on an annual basis. OC San reserves the right to agree with or reject the proposed unit price increase or decrease.

9.2 Renewals may be made through the OC San Purchase Order Process.

10. **Termination**

10.1 OC San reserves the right to terminate this Agreement for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Supplier shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Supplier for work performed (cost and fee) to the date of termination. Supplier expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Agreement. Such notice of termination shall terminate this Agreement and release OC San from any further fee, cost or claim hereunder by Supplier other than for work performed to the date of termination.

10.2 OC San reserves the right to terminate this Agreement immediately upon OC San's determination that Supplier is not meeting specification requirements for delivery of quantities needed, the level of service is inadequate, for poor quality of product, for OC San unapproved increase in unit price(s), or any other default or breach of this Agreement.

10.3 OC San may also immediately terminate for default of this Agreement in whole or in part by written notice to Supplier:

- if Supplier becomes insolvent or files a petition under the Bankruptcy Act; or
- if Supplier sells its business; or
- if Supplier breaches any of the terms of this Agreement; or
- if total amount of compensation exceeds the amount authorized under this Agreement.

10.4 All OC San property in the possession or control of Supplier shall be returned by Supplier to OC San upon demand, or at the termination of this Agreement, whichever occurs first.

11. **Indemnification and Hold Harmless Provision** Supplier shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or be caused by Supplier's services under this Agreement, or by its subcontractor or by anyone directly or indirectly employed by Supplier, and whether such

damage or injury shall accrue or be discovered before or after the termination of the Agreement. Except as to the sole active negligence of or willful misconduct of OC San, Supplier shall indemnify, protect, defend and hold harmless OC San, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with Supplier's performance under this Agreement, and/or (b) on account of any goods and services provided under this Agreement. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Supplier or anyone employed by or working under Supplier. To the maximum extent permitted by law, Supplier's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Supplier agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Agreement.

12. **Insurance** Supplier shall purchase and maintain, throughout the life of this Agreement and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Acknowledgement of Insurance Requirements, Exhibit "C". Supplier shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OC San, nor shall Supplier allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to maintain required insurance coverage shall result in termination of this Agreement.
13. **Equipment Loss** OC San will be responsible for any loss or damage to Supplier-owned equipment, when OC San determines OC San is at fault, only to the extent of OC San's fault, and will reimburse Supplier for such loss or damage upon receipt of invoices, minus a deduction for any amount determined to be the fault of Supplier or its subcontractor or a third party.
14. **Conflict of Interest and Reporting** Supplier shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
15. **Supplier's Relationship to OC San** Supplier's relationship to OC San in the performance of this Agreement is that of an independent contractor. The personnel performing Services under this Agreement shall, at all times, be under Supplier's exclusive direction and control, and shall be employees of Supplier and not employees of OC San. Supplier shall pay all wages, salaries and other amounts due its employees in connection with this Agreement, and shall be responsible for all legal reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, worker's compensation and similar matters.
16. **OC San Safety Standards**
 - 16.1 In addition to the requirements set forth in Exhibit "A", Supplier shall meet with personnel from OC San's Risk Management Division prior to providing Services to OC San to review safety and accident prevention policies and procedures. All subcontractors should be present at this meeting. Supplier is responsible to inform all subcontractors of the items discussed at this meeting. Supplier shall not be permitted to provide Services to OC San

prior to this meeting.

- 16.2 OC San requires Supplier and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as OC San Safety Standards while working at OC San locations. If during the Agreement it is discovered that OC San Safety Standards do not comply with Federal, State, or local regulations, then the Supplier is required to follow the most stringent regulatory requirement at no additional cost to OC San. Supplier and all of its employees and subcontractors shall adhere to all applicable OC San Safety Standards attached hereto in Exhibit "D".
17. **Drug-Free Workplace** All employees of Supplier who will perform work under this Agreement must adhere to the California Drug-Free Workplace Act, Government Code Sections 8350 through 8357.
18. **Assignments** Neither this Agreement nor any interest herein or any claim hereunder may be assigned by Supplier either voluntarily or by operation of law, nor may all or substantially all of this Agreement be further subcontracted by Supplier without the prior written consent of OC San.
19. **Attorney's Fees** If any action at law or in equity 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. **Permits, Ordinances and Regulations** Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to work performed under the terms of this Agreement shall be paid by Supplier. Fees demanded for obtaining certificates, including associated inspection fees and expenses of regulatory inspectors shall be paid by Supplier.
21. **Training Certification** When required by regulation, certificates of training shall be maintained on-site for the duration of the activity that requires an employee of Supplier to be certified. Certificates shall be current. Lack of certificates when required will be cause for removal of offending personnel from the site, termination of the Agreement, or both.
22. **Compliance with Law** Supplier warrants that under the performance of this Agreement, it shall comply with all applicable Federal, State and local laws, and all lawful orders rules and regulations thereunder. In connection with the execution of this Agreement, Supplier shall not discriminate against employees or an applicant for employment because of race, religion, color, sex or national origin. Supplier shall take affirmative action to ensure that applicants are employed and employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rate of pay, or other forms of compensation; and selection for training, including apprenticeship.
23. **Disputes**
- 23.1 This Agreement shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in Orange County, in the event any action is brought in connection with this Agreement or the performance thereof. Pending final resolution of a dispute hereunder, Supplier shall proceed diligently with the performance of this Agreement and in accordance with OC San's decision.

23.2 In the event of a dispute as to the construction or interpretation of this Agreement, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.

23.3 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of Agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to California Code of Civil Procedure Section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

24. Right to Review Services, Facilities, and Records

24.1 OC San reserves the right to review any portion of the Services performed by Supplier under this Agreement, and Supplier agrees to cooperate to the fullest extent possible. Supplier shall furnish to OC San such reports, statistical data, and other information pertaining to Supplier's Services as shall be reasonably required by OC San to carry out its rights and responsibilities under its agreements with its bondholders or noteholders and in connection with the issuance of its official statements and other prospectuses with respect to the offering, sale, and issuance of its bond and other obligations.

24.2 The right of OC San to review or approve specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by Supplier shall not relieve Supplier of any obligation set forth herein.

25. Severability Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

26. Waiver The waiver of either party of any breach or violation of, or default under, any provision of this Agreement, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Agreement or default thereunder.

27. Breach Any breach by Supplier to which OC San does not object shall not operate as a waiver of OC San to seek remedies available to it for any subsequent breach.

28. South Coast Air Quality Management District's (SCAQMD) Requirements It is Supplier's responsibility that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All work practices, which may have associated emissions such as sandblasting, open field

spray painting or demolition of asbestos containing components or structures, shall comply with the appropriate rules and regulations of the SCAQMD.

- 29. **Performance** Time is of the essence in the performance of the provisions hereof.
- 30. **Familiarity with Work** By executing this Agreement, Supplier warrants that: a) it has investigated the work to be performed; (b) it understands the facilities, difficulties, and restrictions of the work under this Agreement; and (c) it has examined the site of the work and is aware of all conditions at the site. Should Supplier discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Supplier's risk, until written instructions are received from OC San.
- 31. **Damage to OC San's Property** Any OC San property damaged by Supplier, its subcontractor(s), or by the personnel of either will be subject to repair or replacement by Supplier at no cost to OC San.
- 32. **Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OC San and Supplier.
- 33. **Authority to Execute** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.
- 34. **Read and Understood** By signing this Agreement, Supplier represents that it has read and understood the terms and conditions of the Agreement.
- 35. **Entire Agreement** This Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.
- 36. **Notices** All notices under this Agreement must be in writing. Written notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Any facsimile notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

OC San:	Jeremey Arbiso Buyer Orange County Sanitation District 10844 Ellis Avenue Fountain Valley, CA 92708 JArbiso@OCSAN.GOV
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Supplier:

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

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Chad P. Wanke
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Finance & Procurement Manager

[SUPPLIER]

Dated: _____

By: _____

Print Name and Title of Officer

JSK:

EXHIBIT A
SCOPE OF WORK
For
Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution

EXHIBIT A
SCOPE OF WORK
Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution
SPECIFICATION NO. C-2023-1417BD

1. Introduction

The Orange County Sanitation District (OC San) uses fifty percent (50%) Sodium Hydroxide- NaOH Solution (Sodium Hydroxide or Caustic Soda) for odor control in OC San's wastewater collection system. This is accomplished by delivering and injecting fifty percent (50%) Sodium Hydroxide directly into sewer maintenance holes (Slug Dosing) at strategic locations. The Sodium Hydroxide minimizes the number of sulfides generated in the wastewater and, therefore, reduces the concentration of odor-causing gaseous hydrogen sulfide.

2. Physical and Chemical Properties

A. Sodium Hydroxide or Caustic Soda is a clear, odorless, to slightly turbid liquid with the following properties:

Molecular Formula	NaOH
Molecular Weight	40.01
Specific Gravity	1.53 g/ml (50°A» solution, 60F)
Bulk Density	12.76 lbs./gal
pH	14.0@ 7.5%
Freezing Point	solution 12°C;
Boiling Point	53.6°F 140°c

B. Chemical Specifications

Total Alkalinity (as Na ₂ O)	37.6% - 39.5°A»
Hydroxide Alkalinity (NaOH)	49.0% -
51.0% Sodium Carbonates (Na ₂ CO ₃)	0.20% max
Sodium Chlorides (NaCl)	1.3% max
Sodium Sulfate (Na ₂ SO ₄)	0.05% max
Iron (Fe)	9.0 ppm max
Nickel (Ni)	3.0 ppm max

All percentages and ppm values are expressed on a weight-by-weight fifty percent (50%) solution basis.

- C. Prior to the start of the Agreement period, the Supplier shall furnish a Safety Data Sheet (SDS) for the fifty percent (50%) Sodium Hydroxide aqueous solution to be furnished.

3. **Hazardous Material**

A copy of the SDS shall accompany each shipment of the product to OC San. The product shall be delivered in a tanker truck labeled according to the Department of Transportation (DOT) and other regulatory requirements.

4. **Safety**

- A. Supplier shall attend a kick-off meeting with personnel from OC San's Risk Management and Safety Division prior to the start of the Agreement period. OC San requires personal protective equipment to be worn in accordance with Exhibit D, OC San Safety Standards, at all times while on OC San premises. Face shields may also be required to be worn when working around pressured chemical systems at connections, disconnections, adjustments, and observations. It is the responsibility of the Supplier to inform the delivery truck drivers of this obligation and train them in these requirements. Whether Supplier-owned or subcontracted, for purposes of this Agreement, the trucks are assumed to be and referred to as Supplier's trucks and vehicles.
- B. Supplier shall perform loading, transport, and discharge of Caustic Soda in full compliance with all applicable Cal-OSHA; Code of Federal Regulations, Title 49; Department of Transportation; California Department of Motor Vehicles; and the Federal Motor Vehicle Safety Standard codes and regulations. Each truck driver shall wear all necessary personal protective equipment in accordance with Exhibit D, the OC San Safety Standards. Safety equipment supply and disposal is the Supplier's responsibility. Each truck shall carry a portable eye wash station, and thirty-two ounces (32oz) squeeze bottle designed to flush the driver's eyes or skin with a sterile solution suitable for the treatment of caustic exposure. The driver shall position the squeeze bottle close to their working area while preparing to discharge and while discharging the Caustic Soda load. The Supplier's trucks shall also carry sandbags or other suitable containment and a one (1)-gallon pail of dry sodium bicarbonate to contain and neutralize small spills.
- C. Supplier shall submit to OC San a Spill Prevention Plan addressing Supplier's standard operating procedures pertaining to small and large spills and mitigation of same for review and acceptance by OC San. Authorization to perform any work under the Agreement is contingent upon OC San's acceptance of the Supplier's Spill Prevention Plan. The Spill Prevention Plan shall be submitted within thirty (30) calendar days from issuing the award of the Agreement.
- D. Each of the Supplier's trucks shall be equipped with a radio capable of communicating with the Supplier's base station or a cellular telephone to ensure timely communication during an emergency.

- E. All personnel and subcontractors of the Supplier conducting loading or off-loading of chemicals and hazardous materials must wear all required personal protective equipment in accordance with Exhibit D of the OC San Safety Standards. A chemical protective suit or protective coveralls with hood, safety goggles, protective face shield, chemical protective work boots, and gloves must be put on before work begins and doffed after completing all the work.
- F. Availability of Fresh Water for Driver/ Operator Safety: For deliveries in the collections system, the Supplier shall provide a portable, self-contained water station for operator safety that will comply with Cal- OSHA regulations.
- G. In the event of an EMERGENCY, if using a cellular phone, drivers will immediately call OC San's Control Center or Operations Center for assistance at the following numbers:
 - Plant No.1 at (714) 593-7025
 - Plant No. 2 at (714) 593-7625

5. **Product, Requirements, and Procedures**

- A. A bill of lading shall accompany all shipments and state the delivered weight, delivered gallons, the specific gravity of the product being shipped, the percentage of Sodium Hydroxide, the SDS sheet, and the pH value of the delivered solution.
- B. The product supplied shall be of new manufacture and shall not be a reconstituted, reclaimed, or spent product. Said product shall be clean and free from all dirt, wood, and plastic particulate matter, which could cause pumping failure. It shall contain no foreign substances, organic or inorganic, in injurious quantities. An injurious quantity shall be defined as the minimum amount capable of producing ill effects in the treatment plant process, in the receiving water, in sludge quality, or causing OC San to exceed its National Pollutant Discharge Elimination System (NPDES) requirements or does not conform with the quality criteria outlined above in Section 2 of this Scope of Work. Inorganic and organic impurities shall be determined by the procedures described in the latest edition of Standard Methods for the Examination of Water and Wastewater. OC San reserves the right to reject a load or terminate the Agreement if the stated requirements are not met.
- C. OC San does not guarantee any minimum or maximum usage of Sodium Hydroxide solution, but it is estimated that the annual usage for the collection system, by direct dumping into the trunklines, will be nine hundred ninety-five (995) dry tons of fifty percent (50%) Sodium Hydroxide. The quantity mentioned is an estimate only, based on past and expected usage. The delivery amounts will generally be ordered in one thousand (1,000) to four thousand (4,000) gallon lots.

- D. OC San reserves the right to order "short" or "split" orders. Split orders will be split between two (2) or more locations within the collections system.
- E. The Supplier shall use a manual control valve and supply 20 feet of 3-inch diameter hose to accurately control the discharge of Caustic Soda from each of the trucks or trailers. The Supplier shall discharge the entire full load or split load of fifty percent (50%) Caustic Soda at a controlled, constant rate of 100 gallons per minute (GPM) for approximately thirty (30) minutes.
- F. According to the DOT, the Supplier shall certify that the chemicals named above are properly classified, described, marked, labeled, and in proper transportation condition.
- G. The Supplier shall provide qualified drivers to operate the delivery trucks. Each driver must possess a valid Class A driver's license with a hazardous materials endorsement. Drivers must be fully trained about the hazardous nature of the Caustic Soda being transported.

6. Collection System Delivery Procedures

- A. OC San Collections has outlined its standard operating procedure (SOP) (Appendix A-1) for the designated bulk chemicals. Scheduled deliveries will be made Monday through Friday during daylight hours. OC San will give the Supplier forty-eight (48) hours of advanced notice prior to all deliveries. OC San reserves the right to place and cancel orders in emergency situations whereby OC San will give the Supplier twenty-four (24) hours advanced notice.
- B. OC San shall provide traffic control if necessary. It is the intent of OC San to select off-loading sites away from heavy traffic areas.
- C. The Supplier shall provide flow metering instrumentation for each delivery. Flow meters shall be installed based on manufacturer specifications. During the process, the chemical is unloaded from the tanker truck into the service manhole through a metering device connected to a discharge hose. The Supplier shall ensure that safety measures, such as external support, are provided to avoid potential risk for accident, as appropriate.
- D. At the time of all deliveries, the Supplier shall provide all the necessary, fully trained, and qualified personnel to be in continuous attendance during the transfer of Sodium Hydroxide.
- E. OC San staff will act as observers during connection, unloading, and disconnection. The Supplier's personnel shall provide one (1) copy of the bill of lading to OC San staff prior to connection. Included in the bill of lading is an SDS.

- F. The Supplier shall provide all necessary safety equipment required by the Supplier or the subcontract hauler in accordance with Exhibit D, the OC San Safety Standards.
- G. Supplier shall provide, prior to commencing any work under the Agreement, the name and telephone number of at least one (1) primary contact and one (1) secondary contact available twenty-four (24) hours per day, seven (7) days per week of qualified personnel who can be contacted in the event of an emergency. The Supplier will be responsible for updating any changes to the contacts.
- H. The Supplier shall provide OC San with the name and telephone number of the primary contact available twenty-four (24) hours per day, seven (7) days per week of the Sodium Hydroxide hauling company. Chemical deliveries will be refused for any of the following reasons:
- (a) Incorrect chemical sample color or appearance;
 - (b) Unsafe delivery vehicle off-loading equipment; or
 - (c) Chemical not in compliance with this Scope of Work.
- I. **Off-loading Time** – Upon arrival at the designated delivery sites within OC San's service area, an off-loading time shall be a minimum of thirty (30) to sixty (60) minutes maximum, or as specified by OC San staff. This requirement is mandatory to ensure the effectiveness of the treatment process.
- J. **Late Deliveries:** Supplier shall reimburse OC San at an agreed fee of one hundred dollars (\$100.00) per half ($\frac{1}{2}$) hour for later deliveries to the sewer system locations. There will be a delivery window of fifteen (15) minutes, and late fees will be triggered thirty (30) minutes after the end of the fifteen (15) minutes window and every half ($\frac{1}{2}$) hour increments after that. The late fee schedule will also apply to OC San. OC San will consider waiving the late fee if it can be verified that there was an accident, sig alert, freeway closure, etc., with delays over thirty (30) minutes. Other scenarios will be considered on a case-by-case basis. If the delivery is known to be late, the Supplier shall attempt to notify OC San's point of contact of the delay. The Supplier may notify OC San up to twenty-four (24) hours prior to the scheduled delivery to avoid a late fee. Due to traffic control and staff coordination, last-minute changes are typically not possible.
- K. In the event of an EMERGENCY, refer to Section 4G of this Scope of Work.
- L. **Payment:** Payment shall be based on the actual amount of dry product (Sodium Hydroxide) delivered. At a minimum, invoices shall include a description of the delivery location, the delivery date, the unit price, the weight of the product delivered, the percent solution, and any other parameters used to determine the shipment cost. Invoices shall include a copy of each bill of lading and the Purchase Order number for each delivery invoiced.

7. Collection System Locations

A. The Supplier will be required to off-load the solution directly into selected manholes (Slug Dosing). These manhole locations may be anywhere within the OC San service area. Current delivery locations in the collection system manholes include, but are not limited to, the following locations:

1. City of Buena Park: Franklin Street and Kingman Avenue
2. City of Buena Park: Two locations on Dodds Avenue, South of Stage Road
3. City of Buena Park: Caballero Boulevard and Descanso Avenue
4. City of Buena Park: Orangethorpe Avenue and McNeil Lane
5. City of Buena Park: Thomas Street and Kass Drive
6. City of Newport Beach: Marguerite Avenue and 5th Avenue
7. City of Newport Beach: Near Bayside Drive and Larkspur Avenue
8. City of Cypress: Hope Street and Phyllis Drive
9. City of Costa Mesa: Red Hill Avenue and Sky Park Circle
10. City of Costa Mesa: Red Hill Avenue and W. Bell Avenue
11. City of Fullerton: Orangethorpe Avenue and Jefferson Avenue
12. City of Fullerton: Roosevelt Avenue and Houston Avenue
13. City of Anaheim: Woodland and Electric
14. City of Fullerton: Yorba Linda Boulevard and Almira Avenue
15. City of Fullerton: Rolling Hills Drive and St. College Boulevard
16. City of Garden Grove: Trask Avenue and Barnett Way
17. City of Huntington Beach: Golden West Street and Orange Circle
18. City of Huntington Beach: Washington Drive and Lyndon Lane
19. City of Huntington Beach: Ernest Drive and Stewart Lane
20. City of Huntington Beach: Clear Harbor Drive and Delaware Street
21. City of Huntington Beach: Beach Parking and Huntington Drive
22. City of Huntington Beach: Los Patos Avenue and Sandra Lee Lane
23. City of Huntington Beach: Bolsa Chica Street and Dorado Drive
24. City of Irvine: White Road and McCabe Way
25. City of Irvine: Myford Road and Michelle Drive
26. City of La Palma: Denni Street and Robin Drive
27. City of Santa Ana: Dyer Road and Main Street
28. City of Seal Beach: Seal Beach Boulevard and Electric Avenue

8. Staff Assistance

The Supplier will be assigned a single point of contact on this Agreement. The contract manager shall schedule and approve any meetings or correspondence related to this Agreement.

EXHIBIT B

BID PRICE

For

Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution

Bid Results

Bidder Details

Vendor Name Brenntag Pacific, Inc,
Address 10747 Patterson Place
Santa Fe Springs, California 90670
United States
Respondee Laura Tua
Respondee Title Municipal Bid Manager
Phone 562-903-9626
Email ltua@brenntag.com
Vendor Type
License #
CADIR

Bid Detail

Bid Format Electronic
Submitted 08/07/2023 5:18 PM (PDT)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 341038

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
final Caustic bid C-2023-1417BD.pdf	final Caustic bid C-2023-1417BD.pdf	Exhibits C, G, H, K, L, M

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution. Total delivered cost based on estimated 995 Dry Tons usage, delivered (F.O.B. Destination), excluding applicable sales tax. OC San does not guarantee usage.							\$672,620.0000		
1	1		Unit Price Per Dry Ton (Excluding Applicable sales tax)	Dry Ton	995	\$676.0000	\$672,620.0000	Yes	
2	2		Freight Per Dry Ton	Dry Ton	995	\$0.0000	\$0.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Sodium Hydroxide (NaOH) (Caustic Soda) 50% Solution. Total delivered cost based on estimated 995 Dry Tons usage, delivered (F.O.B. Destination), excluding applicable sales tax. OC San does not guarantee usage.	\$672,620.0000
Grand Total	\$672,620.0000



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-3130

Agenda Date: 9/6/2023

Agenda Item No: 6.

FROM: Robert Thompson, General Manager
Originator: Riaz Moinuddin, Director of Operations & Maintenance

SUBJECT:

GAS COMPRESSOR CYLINDERS FOR SPARE INVENTORY

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Sole Source Purchase Order to NEAC Compressor Service for the procurement of two spare cylinder assemblies for Digester Gas Compressors, for a total amount not to exceed \$1,936,005 including applicable sales tax and freight; and
- B. Approve a contingency of \$193,600 (10%).

BACKGROUND

The Orange County Sanitation District (OC San) has six Digester Gas Compressors, three at each treatment plant, which are used to increase digester gas pressure used as fuel in the CenGen facilities to make electricity and process heat at both plants. These Gas Compressor cylinders from Penn Process Compressors are original equipment manufacturer (OEM) parts for the units that have been in service for more than 30 years. The Penn Process line of compressors is now owned by NEAC Compressor Service.

RELEVANT STANDARDS

- 24/7/365 treatment plant reliability
- Maintain a proactive asset management program
- Operate and maintain facilities to minimize impacts on surrounding communities, including odor, noise, and lighting

PROBLEM

OC San does not intend to replace these Gas Compressors in the next 25 years. Purchasing the spare cylinders will provide equipment availability during compressor overhauls and in the event of a catastrophic failure. Replacement cylinders are not readily available and require fabrication which takes approximately one year, and refurbishment of existing cylinders takes many weeks which results in extended down-time of these critical compressors.

PROPOSED SOLUTION

Approve the purchase of two spare High Pressure and two Low Pressure cylinder assemblies, one set for each plant, for the Penn Process Compressors to maintain asset availability and minimize process downtime.

TIMING CONCERNS

N/A

RAMIFICATIONS OF NOT TAKING ACTION

Failure to maintain adequate spare parts in inventory could result in extended equipment downtime affecting electrical power to both plants and ability to maintain operational permits. Unavailability of gas compressors is likely to cause the venting of methane to the atmosphere for extended periods in violation of OC San's air permits. Additionally, the spare compressor parts will facilitate compressor overhauls, limiting down-time of critical assets.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

NEAC Compressor Service is the Board of Directors approved original equipment manufacturer and is the only authorized distributor for Penn Process Compressors.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. The recommendation will be funded under the Repairs and Maintenance line item for Plant No. 2 Operations and Maintenance Department (Budget Update - Fiscal Year 2023-24, Page 39), and the available funding is sufficient for this action.

ATTACHMENT

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

- Photos/Supplemental Attachment

**LEGISTAR FILE NO. 2023-3130
SUPPLEMENTAL ATTACHMENT
GAS COMPRESSOR CYLINDERS FOR SPARE INVENTORY**

Figure 1:
Gas Compressor Cylinders



Figure 2:
A Gas Compressor Cylinder showing signs of byproducts of corrosion and in need of replacement from a recent overhaul.





OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-3140

Agenda Date: 9/6/2023

Agenda Item No: 7.

FROM: Robert Thompson, General Manager
Originator: Riaz Moinuddin, Director of Operations & Maintenance

SUBJECT:

ELECTRIC VEHICLE CHARGING STATIONS AND NETWORK INSTALLATION

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a Services Contract with Charge LLC to provide Electric Vehicle Charging Stations and Network per Specification No. S-2023-1384BD, for a total amount not to exceed \$143,225;
- B. Approve a contingency of \$28,645 (20%); and
- C. Authorize staff to specify Charge LLC as the sole source provider for Electric Vehicle Charging Stations and Network.

BACKGROUND

The Orange County Sanitation District (OC San) has Electric Vehicle (EV) charging stations in operation at Plant Nos. 1 and 2 that are in need of replacement, as well as the addition of new charging stations to the new Headquarters facility. Therefore, a Request for Proposal (RFP) was issued on February 29, 2023, via PlanetBids. OC San received nine proposals and proceeded to select a provider through its RFP process. After the hardware installation, OC San will utilize the networked function to manage the EV charging system, which includes access controls and the ability to charge fees associated with its use. Currently, OC San does not charge fees for EV charging.

RELEVANT STANDARDS

- Ensure the public's money is wisely spent
- Maintain a proactive asset management program
- Comply with environmental permit requirements

PROBLEM

OC San has EV charging stations located within treatment Plant Nos. 1 and 2 at various locations and various vintages. The hardware is antiquated and lacks the ability to be networked and controlled administratively.

PROPOSED SOLUTION

Replace the existing EV chargers within the treatment plants and install new chargers at the Headquarters facility to ensure uniformity and implement a networked control system.

TIMING CONCERNS

The new Headquarters facility installed the electrical infrastructure for EV chargers but intentionally omitted the charger installation from the construction scope to ensure a uniform system throughout all OC San facilities. The new charging stations need to be installed in conjunction with the construction of the new Headquarters facility.

RAMIFICATIONS OF NOT TAKING ACTION

The aging EV chargers will become obsolete and non-operational if not replaced and eliminate places for employees and the public to charge EVs.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

A Request for Proposal was issued on February 29, 2023, via PlanetBids. Proposals were due on April 5, 2023. OC San received nine (9) proposals valid for 180 calendar days from the proposal due date. One (1) proposal was considered non-responsive because the proposer did not pass its safety evaluation.

Prior to the receipt of proposals, an Evaluation Team consisting of the OC San Project Manager (Maintenance Manager) with support from the Safety & Health Supervisor, Engineering Supervisor, Senior Engineer, and Maintenance Supervisor was formed. The team was chaired by a Purchasing representative as a non-voting member.

Individual scoring was the chosen method of evaluation for this procurement. Members of the Team performed an independent review of the proposals and later met as a group with the Buyer to discuss their preliminary scores and discuss any questions/concerns they had. Proposals were evaluated based on the following criteria:

CRITERION	WEIGHT
1. Qualifications of the Firm	25%
2. Proposed Staffing & Project Organization	20%
3. Work Plan	30%
4. Cost	25%

The evaluation team first reviewed and scored the proposals based upon the criteria listed above, other than cost.

Rank	Proposer	Criterion 1 (Max 25%)	Criterion 2 (Max 20%)	Criterion 3 (Max 30%)	Subtotal Score (Max 75%)
1	Smart Energy Water	19%	15%	26%	60%
2	Chargie LLC	21%	15%	18%	54%
3	Pacific Lighting MGT Inc	20%	16%	18%	54%
4	Vector Energy Group LLC	17%	15%	20%	52%
5	Epic Charging	14%	11%	19%	44%
6	PowerFlex	16%	7%	12%	35%
7	PFE Partners	11%	10%	11%	32%
8	Motive Energy	6%	4%	5%	15%

All proposals were accompanied by a sealed cost proposal. Only the cost proposals for the four (4) highest-ranked firms were opened and evaluated. After the evaluation of all four (4) cost proposals, each company was asked to break down their costs further so all aspects of the implementation and equipment could be compared.

Rank	Proposer	Subtotal Score without cost (Max 75%)	Cost (Max 25%)	Total Weighted Score (Max 100%)
1	Chargie LLC	54%	25%	79%
2	Smart Energy Water	60%	18%	78%
3	Vector Energy Group LLC	52%	21%	73%
4	Pacific Lighting MGT Inc	54%	4%	58%

The evaluation team then shortlisted the three (3) companies closest in costs and within the budget. Those three companies were invited to submit a Best and Final Offer (BAFO).

Rank	Proposer	ORIGINAL COST	BAFO (if applicable)
1	Chargie LLC	\$129,545.12	\$143,225.00
2	Smart Energy Water	\$198,128.00	\$203,338.00
3	Vector Energy Group LLC	\$171,483.28	\$167,196.20
4	Pacific Lighting MGT Inc	\$565,051.55	N/A

Based on these results, staff recommends approving a Service Contract to Chargie LLC. The term of this Contract is 275 calendar days upon the effective date of the Notice to Proceed. Staff is also recommending specifying Chargie LLC as the sole source provider for Electric Vehicle Charging Stations and Network to ensure a uniform network of EV charging stations throughout OC San for current and future needs.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Adopted Budget, Fiscal Years 2022-2023 and 2023-2024, Section 8, Page 47, Small Construction Projects Program, Project No. M-FE) and the budget is sufficient for the recommended action.

ATTACHMENT

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

- Services Contract

SERVICES CONTRACT
Electric Vehicle Charging Stations and Network
Specification No. S-2023-1384BD

This SERVICES CONTRACT (hereinafter referred to as “Contract”), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as “OC San”) and Charge LLC (hereinafter referred to as “Contractor”), and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, OC San desires to obtain the services of Contractor for the conversion or replacement of existing electric vehicle (EV) charging stations at OC San (“Services”) as described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Contractor to provide the Services; and

WHEREAS, OC San selected Contractor to provide the Services in accordance with Ordinance No. OC SAN-61; and

WHEREAS, on September 6, 2023, OC San’s Operations Committee, by minute order, authorized execution of this Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.

1.2 The following exhibits are incorporated by reference and made part of this Contract.

Exhibit “A” – Scope of Work
Exhibit “B” – Proposal
Exhibit “C” – Determined Insurance Requirement Form
Exhibit “D” – Contractor Safety Standards
Exhibit “E” – Human Resources Policies
Exhibit “F” – General Conditions

1.3 In the event of any conflict or inconsistency between the provisions of the Contract and any of the provisions of the exhibits hereto, the provisions in the document highest in precedence shall be controlling. The order of precedence of the applicable documents is set forth below:

- a. Addenda issued prior to the deadline for submitting the Proposal – the last addendum issued will have the highest precedence
- b. Services Contract
- c. Exhibit “A” – Scope of Work

- d. Permits and other regulatory requirements
 - e. Exhibit “C” – Determined Insurance Requirement Form
 - f. Exhibit “F” – General Conditions
 - g. Exhibit “D” – Contractor Safety Standards
 - h. Request for proposal
 - i. Exhibit “B” – Proposal
- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of providing the Services to OC San.
- 1.5 Work Hours: All meetings with OC San staff shall be scheduled Monday through Thursday, between the hours of 7:00 a.m. and 4:00 p.m.
- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 OC San holidays (non-working days) are as follows: New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.10 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Definitions.

- 2.1 As-Built Documentation. The term “As-Built Documentation” means the Baseline Documentation plus the Documentation for any Configuration Changes and Custom Modifications. All “As-Built Documentation” shall supplement and not conflict with the terms of this Contract. In the event of a conflict, the terms of this Contract shall prevail.
- 2.2 Baseline Documentation. The term “Baseline Documentation” means original system configuration documentation prior to upgrades or changes.
- 2.3 Configuration Changes. The term “Configuration Changes” is defined as any modification or changes other than a Custom Modification.
- 2.4 Contractor Application Software. The term “Contractor Application Software” is defined as any Software owned or sublicensed, installed, and/or configured by Contractor as a component of the Services provided, whether in machine readable or printed form, including, but not limited to, any applications, modules, subsystems, Interfaces, Configuration Changes, Custom Modifications, Updates, and Documentation.
- 2.5 Defect. The term “Defect” is defined as any error, failure, deficiency, or any other unacceptable variance or failure of the System or any component thereof to fully conform to the warranties and requirements described in this Contract. With respect to the Contractor Application Software, the term “Defect” is defined as any error, failure, or deficiency or any other unacceptable variance from any required, specified, or expected

program behaviors as may be required by OC San or necessary for the Contractor Application Software to operate correctly and in full compliance with the terms of this Contract. This includes expected program behaviors as described in any Contractor Application Software Documentation. In the event of a conflict between this Contract and documentation provided by Contractor to OC San, the terms and conditions of this Contract shall prevail.

- 2.6 Documentation. The term “Documentation” is defined as all written, electronic, or recorded works including all “As-Built Documentation” that describe the uses, features, functional capabilities, performance standards, and reliability standards of the System, or any subsystem, component, or Interface, and that are published or provided to OC San by Contractor or its subcontractors, including, without limitation, all end user and System administrator manuals, help files, training aids and manuals, training and support guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.
- 2.7 Fix Pack. The term “Fix Pack” is defined as a formal release of programming code and Documentation that provides corrections to any Contractor Application Software programs including, but not limited to, bug fixes, error corrections, and patches.
- 2.8 Functional, Performance, and Reliability Specifications and Requirements. The term “Functional, Performance, and Reliability Specifications and Requirements” is defined as all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the System set forth in: (a) this Contract; (b) any mutually agreed upon amendment; and (c) any functional and/or technical specifications which are published or provided by Contractor or its licensors or suppliers from time to time with respect to the System or any Products.
- 2.9 Interfaces. The term “Interfaces” is defined as one or more of the specialized software applications developed or sublicensed by Contractor and installed as a part of the Project for the purpose of sharing information (data) between Contractor and/or Contractor Application Software and any other software program or device. Functional requirements for each Interface to be included as a part of the System are provided in Exhibit “A”, Scope of Work.
- 2.10 Products. The term “Products” is defined as all Software listed in “Exhibit “A”, Scope of Work.
- 2.11 Project. The term “Project” is defined as the totality of Contractor’s obligation under this Contract to develop, supply, install, configure, test, implement, and maintain the System.
- 2.12 Services. The term “Services” is defined as the implementation, development, training, configuration, loading, testing, project management, and other services to be provided by Contractor under this Contract, including, without limitation, the tasks detailed in Exhibit “A”, Scope of Work.
- 2.13 Software. The term “Software” includes the following components provided and licensed by Contractor under this Contract: (a) Contractor Application Software; (b) Third-Party Software; (c) Custom Modifications, and (d) Interfaces.
- 2.14 Source Code. The term “Source Code” is defined as a computer program in its original

programming language (such as FORTRAN or C) before translation into object code usually by a compiler.

- 2.15 System. The term "System" is defined as the collective whole of all Products and Services to be purchased, developed, licensed, supplied, installed, configured, tested, and implemented by Contractor under this Contract.
- 2.16 System Administrator Documentation. Is defined as that portion of the Documentation addressing the operation and maintenance functions of the System.
- 2.17 Third-Party Software. The term "Third-Party Software" is defined as any Software to be supplied under this Contract that is purchased or licensed directly from any source external to Contractor for use with or integration into the System.
- 2.18 Updates. The term "Updates" is defined as modifications, improvements, additions, and corrections to the Products and/or related Documentation, including functional and/or product enhancements, bug fixes, patches, new releases, new versions, and replacement modules or products that Contractor makes generally available to its customers with or without an additional fee.
- 2.19 User Acceptance. The term "User Acceptance" shall be defined as that date on which all Services under section titled "Project/Work Deliverables" in Exhibit "A", Scope of Work have been successfully completed by Contractor and accepted by OC San.
- 2.20 Work Product. The term "Work Product" is defined as the Products and Services and all other programs, algorithms, reports, information, designs, plans, and other items developed by Contractor under this Contract, including all partial, intermediate or preliminary versions thereof.

3. Scope of Work.

- 3.1 Contractor shall provide the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 3.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties and consistent with Exhibit "F" - General Conditions (General Conditions), including the sections entitled REQUEST FOR CHANGE (CHANGES AT CONTRACTOR'S REQUEST) and OWNER INITIATED CHANGES.
- 3.3 Familiarity with Work. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; and (b) it understands the facilities, difficulties, and restrictions of the work under this Contract. Should Contractor discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
- 3.4 Performance. Time is of the essence in the performance of the provisions hereof.

4. License

4.1 Grant of License

- 4.1.1 Contractor hereby grants to OC San a perpetual, irrevocable, nonexclusive, and nontransferable license under applicable copyrights and/or trade secrets (either site, node locked or per user as specified in Exhibit "A",) to use all Contractor application software provided under this Contract. OC San shall have the right to use all Contractor application software or any portion thereof on any equipment locked on a single computer node (as determined by a specific LAN address) as a site license or concurrently on a number of computer nodes so long as the number of concurrent Users does not exceed the number licensed for the LAN, or on one or more backup computer nodes.
- 4.1.2 OC San shall have the right to use all Contractor application software as may be necessary in order to operate the system purchased under this Contract. In addition, OC San shall have the right to use the Contractor application software as necessary to (a) operate the system (b) conduct internal training and testing, and (c) perform disaster recovery, backup, archive, and restoration testing and implementation as may be required in OC San's judgment. This license shall apply to all commercially available updates throughout the term of this Contract. OC San shall have the right to use all Contractor application software licensed under this Contract on any equipment at any facility and at any location and may make as many copies of the software as it desires to support its authorized use of the software, provided the copies include Contractor's or the third-party owner's copyright or other proprietary notices.

4.2 User Acceptance.

- 4.2.1 All license rights of third-party software shall originate from the manufacturer. All third-party software licenses shall be provided to OC San and become effective at the time the product is used by OC San in a live environment.
- 4.2.2 The approval of Contractor for OC San to use Contractor Application Software and Third-Party Software and OC San's use of the software shall not constitute a waiver of OC San's right to reject the System, in whole or in part, if the requirements for User Acceptance are not met.

4.3 Limitations on License.

Except as licensed to OC San, Contractor retains all of its current rights, title, and interest in the Contractor Application Software, including derivative works, custom modifications, configuration changes, and updates. Unless authorized by Contractor or required by law, OC San will not: (1) make available or distribute all or part of the software to any third party by assignment, sublicense, or any other means; or (2) disassemble, decompile, or reverse engineer the software, or allow any third party to do so.

5. Warranty

- 5.1 System Warranty. Contractor warrants that the System will meet the Functional, Performance, and Reliability Specifications and Requirements as defined in this Contract. As applicable, the System and/or each of its subsystems, components and Interfaces will be capable of operating fully and correctly in conjunction with the System hardware. Contractor warrants that for the term of this Contract, the System will perform as described

in Exhibit "A", Scope of Work in material and workmanship and will remain in good working order. In the event the System does not meet these warranties, Contractor shall provide, at no charge, the necessary software, hardware, and/or services required to attain the levels or standards contained in these warranties.

- 5.2 Contractor Application Software Warranties. Contractor warrants that it owns or otherwise has the right to license the Contractor Application Software to OC San and that it possesses all rights and interests necessary to enter into this Contract. In addition, Contractor warrants that:
- 5.2.1 All Contractor Application Software licensed under this Contract is free of known Defects, viruses, worms, trojan horses, or otherwise;
 - 5.2.2 During the term of the Contract; the Contractor Application Software will meet or exceed the Functional, Performance, and Reliability Specifications and Requirements herein;
 - 5.2.3 Contractor Application Software is and will be general release versions that have been fully tested at Contractor's site in accordance with best industry practices and are not beta or pre-release versions (unless agreed to in writing by OC San); and
 - 5.2.4 Custom Modifications and Interfaces have been fully tested in accordance with best industry practices and are free of known Defects. Contractor further agrees that during the term of this Contract, Contractor will provide OC San, if OC San so desires, with any Updates at no additional cost (including any and all costs associated with the installation of those Updates) immediately upon their commercial availability to any other entity.
- 5.3 Work Quality Warranty. Contractor warrants that all work performed by Contractor and/or its subcontractors under this Contract will conform to best industry practices and will be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge to do so.
- 5.4 Regulatory Warranty. Contractor warrants that, for the term of this Contract, the System will comply with all processing and reporting requirements for State and Federal laws and regulations. If the Software requires updating due to a change in a State or Federal law or regulation affecting OC San, Contractor will provide these changes per a mutually agreed to schedule at no additional charge to OC San. Notwithstanding this provision, in no event shall Contractor provide said update later than the date required by the State or Federal law or regulation affecting OC San. In the event OC San is notified of a change in State or Federal law or regulation that requires updating the Software, OC San will notify Contractor of that change as soon as reasonably possible.
- 5.5 Documentation Warranty. Contractor warrants that, for the term of this Contract, the Documentation for all licensed Contractor Application Software will be complete and accurate in all material respects. The Documentation will be revised to reflect all Updates and Interfaces provided by Contractor under this Contract. This includes Documentation on any Custom Modification or Configuration Changes made to the System by Contractor during the installation process.
- 5.6 Service Warranty. During the term of this Contract, Contractor warrants that it will remedy

any failure, malfunction, Defect, or nonconformity in the System, as follows:

5.6.1 Priority One (P1) Defects. For purposes of this warranty, a P1 Defect includes, but is not limited to, loss of data, data corruption, a System or subsystem abort, any condition where productive use of the System or any component thereof is prohibited and no acceptable workaround is available. Examples of P1 Defects include, but are not limited to:

5.6.1.1 System is down;

5.6.1.2 Application, module or Interface is down or non-operational;

5.6.1.3 An Interface or application critical to System operation is substantially impaired or problematic;

5.6.1.4 Loss of data or data corruption after data has been entered;

5.6.1.5 A subsystem or component thereof is non-functional;

5.6.1.6 Productive use is prohibited;

5.6.1.7 Two or more workstations or mobile devices lock up or malfunction intermittently; or

5.6.1.8 A user cannot log on to the System.

5.6.2 Priority Two (P2) Defects. For purposes of this warranty a P2 Defect includes, but is not limited to, compromise of the primary purpose of the System, subsystem, or Interface to an external system. Productive use by the end user is substantially impacted and an acceptable workaround is not available. Examples of P2 Defects include, but are not limited to:

5.6.2.1 A Software function does not work correctly;

5.6.2.2 The user cannot produce a report with correct calculations;

5.6.2.3 System, subsystem, or an Interface performance is deemed unacceptable per the Functional, Performance, and Reliability Specifications and Requirements;

5.6.2.4 Incorrect cross streets are displayed on a verified address or location;

5.6.2.5 Cannot create a scheduled event; or

5.6.2.6 A single workstation or mobile device locks up or malfunctions intermittently.

5.6.3 Priority Three (P3) Defects. For purposes of this warranty, a P3 Defect includes, but is not limited to, incomplete operation of a System component which impacts productivity of staff but an acceptable workaround is generally available. Examples of P3 Defects include but are not limited to:

5.6.3.1 Single workstation or mobile device locks up intermittently but infrequently;

- 5.6.3.2 Minor deficiencies occur intermittently in any component of the System;
 - 5.6.3.3 A mapping function doesn't work, but the failure does not interfere with the user's ability to perform required tasks;
 - 5.6.3.4 A report does not function or report provides incorrect results; or
 - 5.6.3.5 An incorrect message is presented in a dialog box.
- 5.6.4 ***Priority Four (P4) Defects.*** For purposes of this warranty, a P4 Defect consists of those problems deemed by OC San to be mainly cosmetic. Examples of P4 Defects include, but are not limited to:
- 5.6.4.1 A misspelled word in the header of a report or in a help file;
 - 5.6.4.2 A minor error in output that does not interfere with the correct outputting of statistics from the system;
 - 5.6.4.3 Minor printing errors in a report that does not impede OC San's ability to utilize the report for the required purpose;
 - 5.6.4.4 Minor variances in text where the help file does not match the Documentation;
 - 5.6.4.5 Minor variances in text where the Documentation does not match the functionality but the System works properly; or
 - 5.6.4.6 A print button does not work, but the user can still print without opening or closing multiple windows or losing data or rebooting the System.
- 5.6.5 ***Multiple Failures.*** Any situation involving multiple, contemporaneous failures, regardless of their individual priorities, will be regarded as a Priority One Defect if, in OC San's determination, the situation results in OC San having essentially no productive use of the System or a major subsystem.
- 5.6.6 ***Permanent Cure.*** If OC San accepts a workaround or other temporary cure as the remedy for any reported Defect, Contractor shall provide and install at no cost to OC San a permanent correction or cure and installation support within ten (10) days after the permanent cure becomes available.
- 5.6.7 ***Third-party Warranty Coverage.*** Third-party products are provided with a pass-thru-warranty from the original manufacturer.

6. Infringement Claims

If an infringement claim occurs, Contractor has thirty (30) days after the receipt of OC San's written notice of the claim or the date on which Contractor first becomes aware of the claim, whichever is sooner, to either: (a) procure for OC San the right to continue using the affected Product, Service, subsystem, component or Interface and deliver or provide the Product, Service, subsystem, component, or Interface to OC San; or (b) repair or replace the infringing Product, Service, subsystem, component, or Interface so that it becomes non-infringing, provided the performance of the System or any subsystems, components, or Interfaces is not adversely affected by the replacement or modification. In the event Contractor is unable to

comply with either subsection (a) or (b) of this paragraph within thirty (30) days, OC San may terminate this Contract without any further obligation to Contractor. In the event of termination, in addition to any other legal remedies available to OC San, Contractor will refund OC San, within ten (10) days of OC San's notice of termination, the license fees OC San paid to Contractor for the Product, Service, subsystem, component, or Interface. If the inability to comply with either subsection (a) or (b) of this paragraph causes the System to fail to meet the Functional, Performance, and Reliability Specifications and Requirements or to otherwise become ineffective, Contractor will refund OC San all fees paid to Contractor under this Contract.

7. Contract Term.

7.1 The Services shall be completed within two hundred seventy-five (275) calendar days from the effective date of the Notice to Proceed.

7.1.1 Effect on Project Schedule. The time periods and requirements set forth in System Acceptance in Exhibit "A" will not excuse Contractor from complying with the completion dates set forth in the approved Project Schedule. Unless otherwise specified, the completion dates set forth in the Project schedule constitute the dates by which Contractor must complete the testing required by this Contract and achieve final System Acceptance of the System installed.

7.1.2 Deadline for final System Acceptance. The System must be fully operational and in full productive use and final System Acceptance must occur no later than duration established in the approved Project Schedule.

7.2 Extensions. The term of this Contract may be extended only by an amendment signed by both Parties and consistent with the General Conditions, including the section entitled EXTENSION OF TIME FOR DELAY.

8. Compensation.

8.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed One Hundred Forty-Three Thousand Two Hundred Twenty-Five Dollars (\$143,225.00).

8.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

9. Payments and Invoicing.

9.1 OC San shall pay itemized invoices for Milestones completed in accordance with Exhibit "A" and consistent with Exhibit "B" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Milestones have been satisfactorily completed.

9.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line, include "INVOICE" and the Purchase Order Number.

9.3 The invoices shall be consistent with the General Conditions, including the section entitled

PAYMENT FOR WORK.

10. California Department of Industrial Relations Registration and Record of Wages.

- 10.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 10.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 10.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.
- 10.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 10.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
- 10.6 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 10.7 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is

employed for any work.

10.7.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.

10.8 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

10.9 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.

10.10 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.

10.11 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

10.12 Contractor shall comply with the provisions specified in the General Conditions section entitled LAWS TO BE OBSERVED.

11. Damage to OC San’s Property. Any of OC San’s property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San and consistent with the General Conditions, including the section entitled PRESERVATION OF PROPERTY.

12. Freight (F.O.B. Destination). Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

13. Audit Rights. Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the

invoices submitted by Contractor pursuant to this Contract.

- 14. Contractor Safety Standards and Human Resources Policies.** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit "A," all applicable Contractor Safety Standards in Exhibit "D," and the Human Resources Policies in Exhibit "E."
- 15. Insurance.** Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" – Determined Insurance Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.
- 16. Bonds.** Not Used.
- 17. Indemnification and Hold Harmless Provision.** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor's equipment and/or Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent; or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.
- 18. Independent Contractor.** The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees,

and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.

- 19. Subcontracting and Assignment.** Any subcontracting or assignment shall be governed by the provisions of the General Conditions including the sections entitled SUBCONTRACTING and ASSIGNMENT.
- 20. Disclosure.** Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
- 21. Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San, or for any amount which may become due to Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
- 22. Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
- 23. Applicable Laws and Regulations.** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
- 24. Licenses, Permits, Ordinances, and Regulations.** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Contractor.
- 25. Regulatory Requirements.** Contractor shall perform all work under this Contract consistent with the General Conditions, including the section entitled STORMWATER REQUIREMENTS, and in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
- 26. Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
- 27. South Coast Air Quality Management District's Requirements.** It is Contractor's responsibility to ensure that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.

28. Warranties. Contractor shall provide the warranties required in the Scope of Work and in the General Conditions, including the section entitled WARRANTY (CONTRACTOR'S GUARANTEE).

29. Dispute Resolution. Any disputes between the Parties shall be resolved as specified in the General Conditions, including the section entitled DISPUTES.

30. Liquidated Damages. Not Used.

31. Remedies. In addition to other remedies available in law or equity, if the Contractor fails to perform the Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "cover" by purchasing, or contracting to purchase, substitute equipment and services for those due from Contractor. In the event OC San elects to "cover" as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute equipment and services and the Contract price, together with any incidental or consequential damages.

32. Force Majeure. Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.

33. Termination

33.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination.

33.2 OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.

33.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:

- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
- if Contractor sells its business; or
- if Contractor breaches any of the terms of this Contract; or
- if the total amount of compensation exceeds the amount authorized under this Contract.

33.4 All OC San's property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.

34. Attorney’s Fees. 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 Contract, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled and as specified in the General Conditions, including in the section entitled CLAIMS.

35. Waiver. The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San’s rights to seek remedies available to it for any subsequent breach.

36. Severability. If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.

37. Survival. The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.

38. Governing Law. This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.

39. Notices

39.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

OC San: Jeremey Arbiso
Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708
JArbiso@OCSan.gov

Contractor: Jaideep Upadhyay
Government Affairs Manager
Chargie LLC
3947 Landmark Street
Culver City, CA 90232
Jaideep.Upadhyay@chargie.com

39.2 Each party shall provide the other party written notice of any change in address as soon as practicable.

40. Read and Understood. By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.

41. Authority to Execute. The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.

42. Entire Agreement. This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

Intentionally left blank. Signatures follow on the next page.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Contract to be signed by their duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Marshall Goodman
Chair, Operations Committee

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Finance & Procurement Manager

CHARGIE LLC

Dated: _____

By: _____

Print Name and Title of Officer

CMM/IG

Exhibit A

SCOPE OF WORK AND APPENDIX

EXHIBIT A
SCOPE OF WORK
Electric Vehicle Charging Stations and Network
SPECIFICATION NO. S-2023-1384BD

1. EXECUTIVE SUMMARY/OVERVIEW

The Orange County Sanitation District (OC San) operates the third largest wastewater agency west of the Mississippi River. Since 1954, we have safely collected, treated, and disposed of and/or reclaimed the wastewater generated by 2.6 million people living and working in central and northwestern Orange County, California.

Each day we treat approximately 185 million gallons of wastewater, enough water to fill Anaheim stadium over two and a quarter times. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining comes from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries.

A professional staff of more than 600 employees manages the day-to-day activities of OC San. Our facilities include 388 miles of sewer pipes, located throughout the county, and two treatment plants – one in Fountain Valley, CA and the other in Huntington Beach, CA – where wastewater is treated in accordance with strict state and federal standards.

Our employees are on duty protecting health and the environment by ensuring the sewer system efficiently operates 24 hours a day, 7 days a week and 365 days a year. We are very proud of the job we do and take pride in providing our customers with quality service.

2. PURPOSE

OC San is seeking to convert or replace its existing non-managed electric vehicle (EV) charging stations used for employees and the public throughout Plant Nos. 1 and 2 and to provide new chargers at the new Headquarters Building, located across Ellis Avenue from Plant No. 1, with a managed charging system with chargers that are owned and operated by OC San. The Contractor shall provide a turnkey solution, including equipment, software, networking, accessories, appurtenances, labor, and training to provide a complete and fully operational EV charging system.

3. DESCRIPTION

OC San currently has EV charging stations at Plants No. 1 and 2 (Table 1 below) that need to be replaced or modified to operate as a common managed EV charging system owned and operated by OC San. Some of these chargers are accessible to employees and some accessible to both employees and the general public. The Contractor shall recommend a solution for converting or replacing OC San’s existing non-managed electric vehicle (EV) charging stations. OC San reserves the right to accept, deny, or revise elements of the proposed solution.

Table 1 - Existing EV Chargers				
Plant	Location	Number of Ports	Charger Manufacturer	Charger Model No.
1	Purchasing (Dual)	12	Clipper Creek	HCS-40
1	Admin Bldg	2	Clipper Creek	DS-100

2	Construction Management	4	Clipper Creek	DS-100
2	Cart Barn (by Operations Center)	2	Clipper Creek	DS-100

Table 2 – New EV Charger Location		
Plant	Location	Quantity
HQ	Headquarters (under construction)	16

The conduit to the new charging stations located at Headquarters will be provided in place by OC San, the Contractor shall furnish and install conductors to connect the new charging stations to the electrical panel. The managed EV charging system must be able to accommodate additional EV charging stations at the Headquarters Building that will be located across Ellis Avenue from Plant No. 1, and future charging stations throughout Plants No. 1 and 2.

4. PROJECT/WORK DELIVERABLES

The project requires the following:

4.1. Evaluation of OC San’s existing non-managed EV charging stations.

Determine and make a recommendation as to whether OC San should convert or replace existing EV charging stations.

4.2. Design

The Contractor shall develop design drawings for city permits. Plant No. 1 is located in the City of Fountain Valley and Plant No. 2 is located in the City of Huntington Beach. Contractor shall include proper EV signage and comply with all permitting, ADA, and parking requirements. Signage shall be new and uniformed. The design drawings shall be submitted to OC San for review with a three (3)-week review period. A meeting shall be conducted to review the comments and the Contractor shall finalize the drawings for submittal to the city plan check departments.

Drawings, including layout and layers, must conform to OC San drawing format, computer-aided drafting (CAD) standards, and AutoCAD version. ANSI-D 24” H x 36” W format is required for full-size drawings. Electronic files of drawings are to be delivered upon completion of design package and as-built process.

Chargers (if replaced/added)

EV charging stations shall meet, at a minimum, the following specifications and requirements:

- Listed on SCE’s Charge Ready rebate eligible list
- Level 2 (or higher) charging
- Enclosure Rating - NEMA 3R or better
- Match the voltage and current ratings of the existing chargers at Plant Nos. 1 and 2
- Feeder circuits rated 208V at 40 amperes at the Headquarters Building.
- NEC Article 625 and related articles and tables
- California Type Evaluation Program (CTEP) certification and adhere to the most recent version of California Department of Food and Agriculture Division of Measurement Standards Electric Vehicle Supply Equipment (EVSE) Reference Document which includes, but is not limited to, the following:
 - Operating Temperature – -40F to 185F (-40C to +85C)

- Load Test Tolerance: Acceptance Tolerance 1.0% / Maintenance Tolerance 2.0%
- Adhere to the most recent version of California Air Resources Board adopted EVSE Standards Regulation
- Open Safety Ground Detection – continuously monitors presence of safety (green wire) ground connection
- Compliance with National Electrical Code, FCC and other relevant regulations for safety and operation
- Minimum 18’ cable length with automatic retraction to keep cables from lying on the ground.
- Compliance with the Americans with Disabilities Act (ADA)
- Applicable OSHA Regulations
- Demand response capable – active notification to OC San
- Dedicated output
- Capable of operating without the Contractor’s managed software in a standalone manner.

4.3. Software

The Contractor’s managed software shall include the following features:

- Payment capability via network mobile app or card system. OC San shall have the ability to determine rate structures
- Network call center available 24/7 for hardware and software support.
- Remote monitoring, control, and diagnostics
- Data collection
- Demand response
- Local load management (load sharing) – ability to limit maximum current output.
- Software and security updates automatically through the network connection
- Low Carbon Fuel Standard (LCFS) reporting
- SQL based data reporting capabilities
- Ability for point-of-sale transactions
- Must operate on a cloud-based IOT system and networked for remote management.
- Must use secure protocols and authentication; use valid SSL certificates using SHA256 encryption. All http traffic shall be redirected to https.
- Remote/network function must use LTE/5G wireless network connectivity.

4.4. Training and Documentation

The Contractor shall provide training of OC San Personnel, for all equipment and software provided. The training shall ensure OC San Personnel can access and operate software systems used to manage the EV charging infrastructure and include all details of the charging stations hardware and software.

All documentation for the installed hardware, engineering as-built drawings, user manuals, and maintenance manuals shall be provided electronically in PDF format.

4.5. Equipment Installation

After the Authority Having Jurisdiction (AHJ) approves all permitting applications for the site, the Contractor shall notify the OC San Project Manager. OC San Project Manager will give direction to Contractor to proceed with construction according to the approved permits. OC San will inspect the Contractor’s work. All work shall be installed in accordance with the manufacturer’s instructions. Utility shutdown requests shall be

initiated at least three weeks prior to the requested shutdown date. The OC San Project Manager will coordinate the shutdown request and coordinate the outages. The Contractor shall submit testing and commissioning procedures for review by OC San. After the equipment is energized, tested, and commissioned, OC San will conduct another inspection. Upon approval, the Contractor shall schedule the final AHJ inspection and seek approval for the project. Any required redo work requested by the AHJ to pass inspection will be subject to OC San's approval and executed by the Contractor at no additional cost.

Upon completion of this section, Equipment Installation, final System Acceptance will be determined, and notification provided by OC San Project Manager.

4.6. Documentation

The Contractor shall provide a one (1)-year warranty on all labor and materials after project completion.

The Contractor shall provide a two (2)-year maintenance and repair warranty.

The Contractor shall provide a two (2)-year system access subscription if applicable to the management software proposed.

The Contractor shall provide operation and maintenance manuals for all new equipment installed. These must be provided prior to placing equipment in service.

5. SITE MAPS (SEE APPENDIX A-1)

OC San proposed site maps and utility as-built drawings.

- Exhibit 1 – Electric Vehicle Charging Stations Plant 1
- Exhibit 2 – Electric Vehicle Charging Stations Plant 2
- Exhibit 3 – Headquarters ES101- Electrical Power Site Plan

6. PROJECT SCHEDULE

Provide a project schedule and milestones. The proposed schedule should list the tasks and subtasks with begin and end dates. The Headquarters Building EV charging station and the associated software shall be operational by the end of November 2023. The project shall be complete within 275 calendar days from notice to proceed.

7. PROGRESS REPORTS

The Contractor will provide a final schedule and work breakdown structure within twenty-eight (28) days of NTP.

The Contractor shall provide monthly progress reports with budgeted, estimated, and actual costs based on actual milestones.

8. STAFF ASSISTANCE

All work requiring OC San staff shall be scheduled Monday through Thursday, between the hours of 6:30 a.m. and 4:00 p.m. unless prior approval of the OC San Project Manager has been obtained. The Contractor will be assigned an OC San project manager. Any meetings and/or correspondence related to this project shall be scheduled and approved by the OC San Project Manager.

APPENDIX A

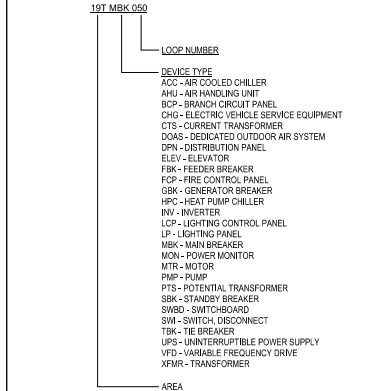
ABBREVIATIONS

A	AMP	AMPERES
AF	AMP FUSE OR AMP FRAME	
AFC	AVAILABLE FAULT CURRENT	(SYMMETRICAL)
AFF	ABOVE FINISHED FLOOR	
AI	AMPERE INTERRUPTING CAPACITY	
AM	AMMETER	
AS	AMP SWITCH OR AMMETER SWITCH	
ASYM	ASYMMETRICAL	
AT	AMP TRIP	
ATS	AUTOMATIC TRANSFER SWITCH	
AWG	AMERICAN WIRE GAUGE	
BOF	BOTTOM OF FINISH	
B.S.C	BARE STRANDED COPPER CONDUCTOR	
C	CONDUIT	
CAP	CAPACITY OR CAPACITOR	
CATV	COMMUNITY ANTENNA TELEVISION	
CB	CIRCUIT BREAKER	
CCTV	CLOSED CIRCUIT TELEVISION	
CKT. CCT	CIRCUIT	
CL	CURRENT LIMITING	
C.O.	CONDUIT ONLY	
CONN	CONNECT OR CONNECTION	
CU	COPPER	
DA	DRESS ALARM	
DB	DOOR BELL	
DISC	DISCONNECT	
DPST	DOUBLE POLE SINGLE THROW	
EC	ELECTRICAL CONTACTOR	
EWC	ELECTRIC WATER COOLER	
ELEC	ELECTRIC OR ELECTRICAL	
ELEV	ELEVATION OR ELEVATOR	
EMERG. EM	EMERGENCY	
EPO	EMERGENCY POWER OFF	
EMT	ELECTRICAL METAL TUBING	
EG	ENGINE GENERATOR	
FOR	FEEDER	
FNLT	FEEDLINE	
FLA	FULL LOAD AMPERES	
GRC	GALVANIZED RIGID CONDUIT	
GEC	GROUNDING ELECTRODE CONDUCTOR	
GEN	GENERATOR	
GFI	GROUND FAULT CIRCUIT INTERRUPTOR	
GFI, GF	GROUND FAULT INTERRUPTOR	
GRO, GND, G	GROUND	
HDA	HAND-OFF-AUTO	
HP	HORSEPOWER	
HZ	HERTZ	
IMC	INTERMEDIATE METAL CONDUIT	
IG	ISOLATED GROUND	
IS	JUNCTION BOX	
KAC	THOUSAND AMPERE INTERRUPTING CAPACITY	
KVA	KILOVOLT AMPERES	
KW	KILOWATT	
KWH	KILOWATT HOUR	
LG	LIGHTING	
LV	LOW VOLTAGE	
MATV	MASTER ANTENNA TELEVISION	
MCA	MINIMUM CIRCUIT AMPS	
MCB	MAIN CIRCUIT BREAKER	
MCC	MOTOR CONTROL CENTER	
MH	MANHOLE MOUNTING HEIGHT	
MLO	MANHOLE ONLY	
NEC	NATIONAL ELECTRIC CODE	
NC	NOT IN CONTRACT	
NF	NOT FUSIBLE	
NL	NIGHT LIGHT	
N.O.	NORMALLY OPEN	
NTS	NOT TO SCALE	
OC	OVER CURRENT PROTECTION	
OL	OVERLOADS	
P	POLES	
PB	PULL BOX	
PH OR Ø	PHASE	
PNL	PANEL	
PCC	POINT OF CONNECTION	
PKR	PANEL	
PVC	POLYVINYL CHLORIDE	
PWR	POWER	
REC	RECEPTACLE	
RGS	RIGID GALVANIZED STEEL	
RT	RETURN	
RX	REQUEST TO EXIT	
SB	SHORTING BLOCK	
SOL	SOLENOID	
SPDT	SINGLE POLE DOUBLE THROW	
SPKR	SPEAKER	
SPST	SINGLE POLE SINGLE THROW	
SST	SOLID STATE TRIP	
SU	SUPPLY	
SW	SWITCH	
SWBD	SWITCHBOARD	
SYM	SYMMETRICAL	
TEL	TELEPHONE	
TGB	TELECOMMUNICATIONS GROUNDING BUSBAR	
TS	TEST SWITCH	
TTB	TELEPHONE TERMINAL BACKBOARD	
TV	TELEVISION	
TYP	TYPICAL	
UG	UNDERGROUND	
UON	UNLESS OTHERWISE NOTED	
V	VOLT	
VA	VOLT AMPERES	
VD	VOLTAGE DROP	
VM	VOLT METER	
VS	VOLT METER SWITCH	
W	WATTS OR WIRE	
W	WITH	
W/O	WITHOUT	
WP	WEATHERPROOF	
XFMR	TRANSFORMER	
XP	EXPLOSION PROOF	

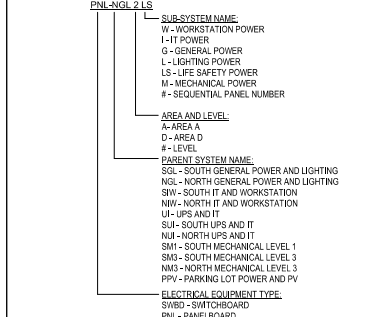
GENERAL NOTES

- ALL DEVICE MOUNTING HEIGHTS INDICATED ON THIS LEGEND ARE FROM FINISHED FLOOR TO CENTER OF OUTLET BOX.
- PROVIDE #10 WIRE FOR ALL 20A 120V CIRCUITS EXCEEDING 75 FEET.
- RECEPTACLES SHALL BE WIRED AS FOLLOWS:
 - 3 CIRCUIT, 20A HOMERUNS TO PANELS SHALL BE 3#12 PHASE CONDUCTORS, 3#12 NEUTRAL CONDUCTORS AND 1#12 GROUND.
 - 2 CIRCUIT, 20A HOMERUNS TO PANELS SHALL BE 2#12 PHASE CONDUCTORS, 2#12 NEUTRAL CONDUCTORS, AND 1#12 GROUND.
 - 1 CIRCUIT, 20A HOMERUNS TO PANELS SHALL BE 1#12 PHASE CONDUCTOR, 1#12 NEUTRAL CONDUCTOR AND 1#12 GROUND.
- VERIFY LOCATION AND CONNECTIONS REQUIREMENTS FOR EQUIPMENT PROVIDED BY OTHER TRADES PRIOR TO ROUGH-IN.
- COORDINATE CEILING MOUNTED LIGHTS AND DEVICES WITH CEILING CONTRACTOR AND INSTALL AS SHOWN ON THE REFLECTED CEILING PLANS. PROVIDE COORDINATION DRAWINGS AS PER SPECIFICATION SECTION 01 31 33 PRIOR TO INSTALLATION.
- COORDINATE ALL DIMENSIONS & WIRING REQUIREMENTS ON ALL PRE-PURCHASED EQUIPMENT WITH FINAL APPROVED SHOP DWGS.
- FIRE SEAL ALL CONDUIT PENETRATIONS THROUGH FIRE RATED WALLS & SLABS. SEAL FIRE RATING SHALL BE EQUAL TO OR GREATER THAN THE FIRE RATING OF THE WALL OR SLAB THROUGH WHICH THE CONDUIT PASSES.
- COORDINATE THE LOCATION AND MOUNTING HEIGHTS OF OUTLETS AND MULTI-OUTLET ASSEMBLIES WITH ARCHITECTURAL FLOOR PLANS AND ELEVATION DRAWINGS. PROVIDE COORDINATION DRAWINGS AS PER SPECIFICATION SECTION 01 31 33 PRIOR TO INSTALLATION.
- CONTRACTOR TO VERIFY ALL DOOR SWINGS BEFORE INSTALLING THE LIGHT SWITCH BOX.
- COORDINATE EXACT LOCATION OF SUSPENDED LIGHTING FIXTURES IN MECHANICAL AND STORAGE AREAS WITH OTHER TRADES.
- RACEWAYS, SLEEVES, AND BOXES FOR IT CABLEING SHALL COMPLY WITH COMMERCIAL BUILDING STANDARD FOR TELECOMMUNICATION PATHWAYS AND SPACES, ANSI/TIA/EIA-568-E.
- BOND FLAMMABLE LIQUID STORAGE CABINETS WITH #10 AWG WIRE TO THE NEAREST STEEL COLUMN. INSTALL WIRE IN CONDUIT.
- CONTRACTOR TO PROVIDE AND INSTALL CONDUIT AND CONDUCTORS FOR ALL LIGHTING, POWER, AND ETC.
- LIGHT STANDARDS REQUIRE A SEPARATE PERMIT.
- ALL SIGNS REQUIRE SEPARATE PERMITS AND APPROVALS.
- ALL EQUIPMENT SHALL BE LISTED BY A NATIONALLY RECOGNIZED TESTING LABORATORY.

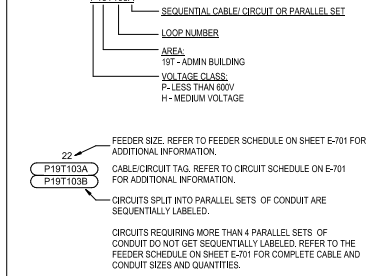
EQUIPMENT IDENTIFICATION (EID)



ELECTRICAL PANEL IDENTIFICATION



CABLE/CIRCUIT IDENTIFICATION



NOTE: SYMBOLS SHOWN ARE FOR REFERENCE ONLY AND DO NOT CONSTITUTE A CHECK-LIST OF DEVICES REQUIRED BY THE CONTRACT



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350 South Grand Ave, Suite 2900
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401 Gleneyre Street, First Floor.
Laguna Beach, CA 92651



6900 Center Drive, Suite 670
Los Angeles, CA 90045



707 Wilshire Boulevard, Suite 3850
Los Angeles, CA 90017

**ORANGE COUNTY
SANITATION DISTRICT
P1-128A HEADQUARTERS
COMPLEX AT PLANT NO. 1**

**BANDILIER/ELLIS/PACIFIC,
FOUNTAIN VALLEY, CA 92708**



MARK	DATE	DESCRIPTION

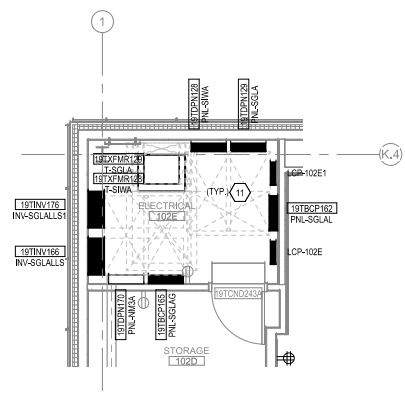
Project Number: 10041646
Original Issue: 06/11/2021



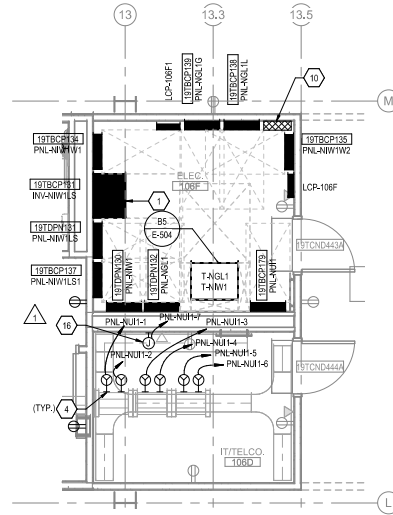
**CONFORMED DOCUMENTS FOR
CONSTRUCTION**
THE ADDENDA ISSUED DURING THE BIDDING PERIOD ARE INCORPORATED IN THESE DOCUMENTS. IF DISCREPANCIES BETWEEN THESE DOCUMENTS AND THE RESPECTIVE BIDDING DOCUMENTS INCLUDING ADDENDA ARE FOUND, THE BIDDING DOCUMENTS WITH ORIGINAL ADDENDA SHALL GOVERN.

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Sheet Number: **E-002**
Project Status: **CONFORMED SET**

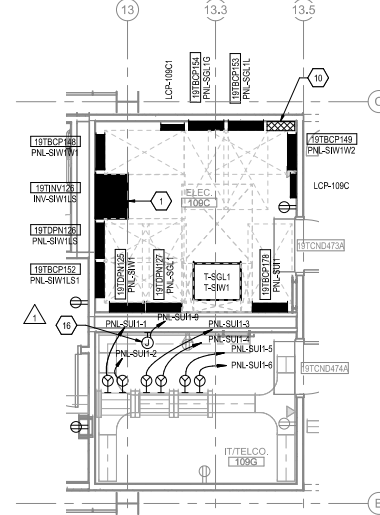
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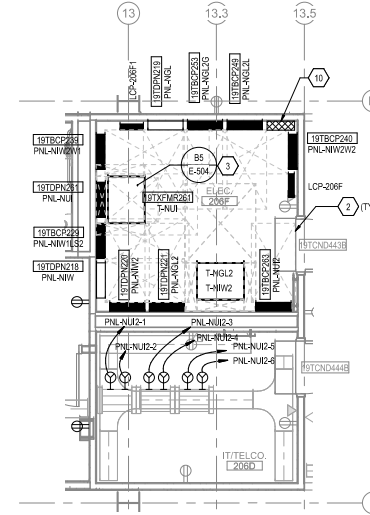
D1 ELECTRICAL 102E LEVEL 1 - AREA A
1/4" = 1'-0"



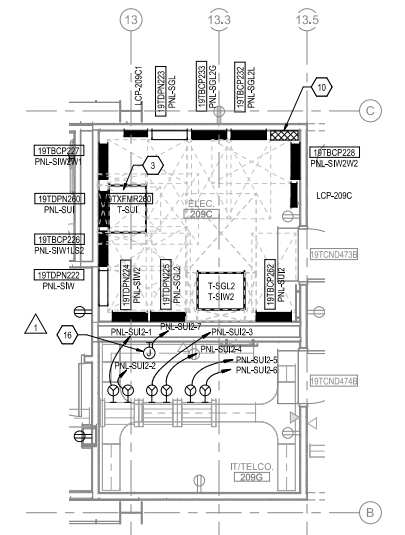
D2 ELEC 106F & IT/TELCO 106D LEVEL 1 - AREA B
1/4" = 1'-0"



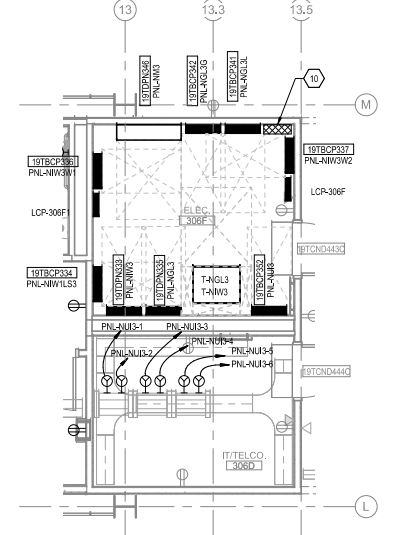
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1/4" = 1'-0"



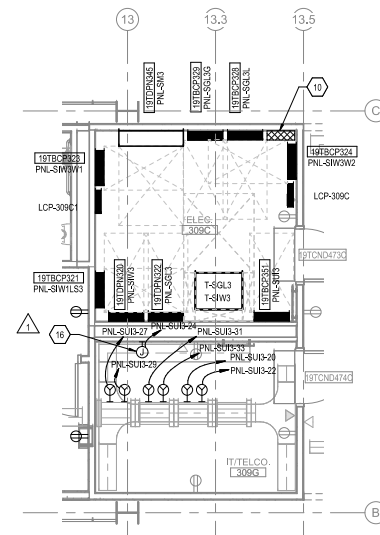
D4 ELEC 206F & IT/TELCO 206D LEVEL 2 - AREA B
1/4" = 1'-0"



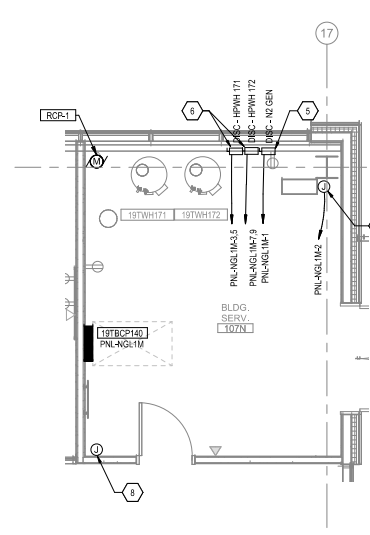
B1 ELEC 209C & IT/TELCO 209G LEVEL 2 - AREA C
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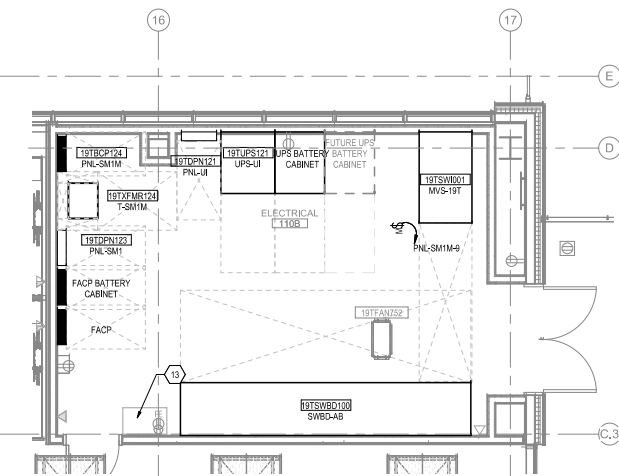
B2 ELEC 306F & IT/TELCO 306D LEVEL 3 - AREA B
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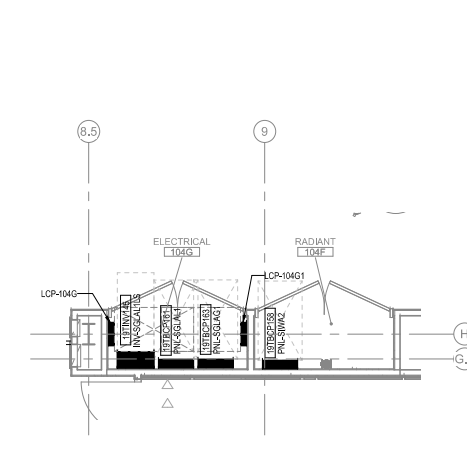
B3 ELEC 309C & IT/TELCO 309G LEVEL 3 - AREA C
1/4" = 1'-0"



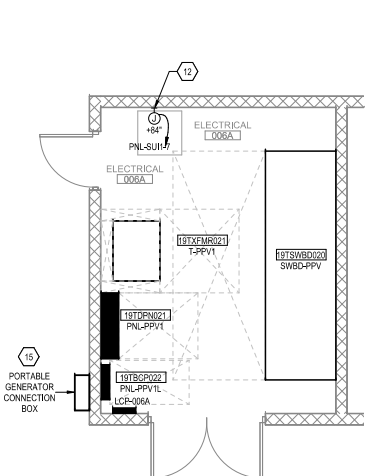
B4 BLDG. SERV. 107N LEVEL 1 - AREA B
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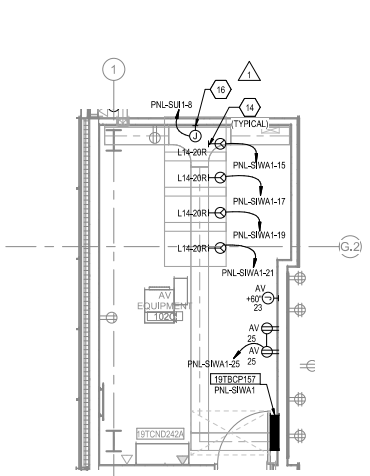
A1 ELECTRICAL 110B LEVEL 1 - AREA C
1/4" = 1'-0"



A2 ELECTRICAL 104G / RADIANT A104F LEVEL 1 - AREA A
1/4" = 1'-0"



A3 ELECTRICAL 006A LEVEL 1 - PARKING LOT
1/4" = 1'-0"



A4 AV EQUIPMENT 102C LEVEL 1 - AREA A
1/4" = 1'-0"

GENERAL NOTES

- FOR ELECTRICAL SYMBOLS AND ABBREVIATIONS REFER TO DRAWINGS SHEET E-001 AND E-002.
- ELECTRICAL WORK SHALL BE DONE IN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS, ALL APPLICABLE CODES, ISSUED DRAWINGS AND SPECIFICATIONS.
- FLOOR AND FIRE WALL PENETRATIONS MUST BE SEALED WITH AN APPROVED DESIGN TESTED FIRE STOPPING SYSTEM APPROPRIATE TO THE PENETRATED WALL TYPE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
- REFER TO SHEET E-600 SERIES FOR ELECTRICAL ONE-LINE DIAGRAM.

KEYNOTES

- INSTALL LIGHTING INVERTER IN LOCATION SPECIFIED. COORDINATE ALL REQUIRED CLEARANCES WITH SHOP DRAWINGS.
- SPLIT SYSTEM FAN COIL INDOOR UNIT BE POWERED FROM OUTDOOR UNIT. REFER TO SPLIT SYSTEM SCHEDULE ON SHEET M-102 FOR ADDITIONAL INFORMATION.
- WALL MOUNTED TRANSFORMER, BOTTOM OF SUPPORT HARDWARE TO BE AT 8'-0" AFF.
- POWER CONNECTION FOR IT EQUIPMENT RACKS, COORDINATE WITH TELECOM CONTRACTOR.
- POWER CONNECTION TO NITROGEN GENERATOR FOR PRE-ACTION SYSTEM.
- POWER CONNECTION TO DOMESTIC HOT WATER HEATER.
- POWER CONNECTION TO FIRE SPRINKLER SYSTEM.
- POWER CONNECTION TO BMS CONTROL PANEL.
- DEDICATED SPACE FOR FEEDER RISER.
- FOR PANELBOARD / TRANSFORMER ELEVATION AND INSTALLATION DETAILS. REFER TO A1E-603 AND B4E-603.
- POWER CONNECTION FOR TELECOM CABINET. UTILIZE SPARE CONDUIT IN ELECTRICAL DUCTBANK AS RACEWAY PATH FROM ELEC 109C.
- TDU. SEE TELECOM DRAWINGS FOR ADDITIONAL INFORMATION.
- MOUNT LOCKING RECEPTACLES TO LADDER TRAY SUSPENDED AT 8'-0" AFF.
- PROVIDE NECESSARY SUPPORTS TO MOUNT PORTABLE GENERATOR CONNECTION BOX TO WALL. SEE DETAIL D1E-605.
- POWER CONNECTION FOR SECURITY EQUIPMENT. COORDINATE WITH SECURITY CONTRACTOR.



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**ORANGE COUNTY
SANITATION DISTRICT
P1-128A HEADQUARTERS
COMPLEX AT PLANT NO. 1**

**BANDILIER/ELLIS/PACIFIC,
FOUNTAIN VALLEY, CA 92708**



MARK	DATE	DESCRIPTION
1	03/19/2021	ADDENDUM No. 4

Project Number | 10041646
Original Issue | 06/11/2021



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THE ADDENDA ISSUED DURING THE BIDDING PERIOD ARE INCORPORATED IN THESE DOCUMENTS. IF DISCREPANCIES BETWEEN THESE DOCUMENTS AND THE RESPECTIVE BIDDING DOCUMENTS INCLUDING ADDENDA ARE FOUND, THE BIDDING DOCUMENTS WITH ORIGINAL ADDENDA SHALL GOVERN.

Sheet Name
ELECTRICAL ENLARGED PLANS

Scale
As indicated

Sheet Number
E-401

Project Status
CONFORMED SET

ORANGE COUNTY
SANITATION DISTRICT
P1-128A HEADQUARTERS
COMPLEX AT PLANT NO. 1

BANDILIER/ELLIS/PACIFIC,
FOUNTAIN VALLEY, CA 92708



MARK	DATE	DESCRIPTION

Project Number: 10041646
Original Issue: 06/11/2021

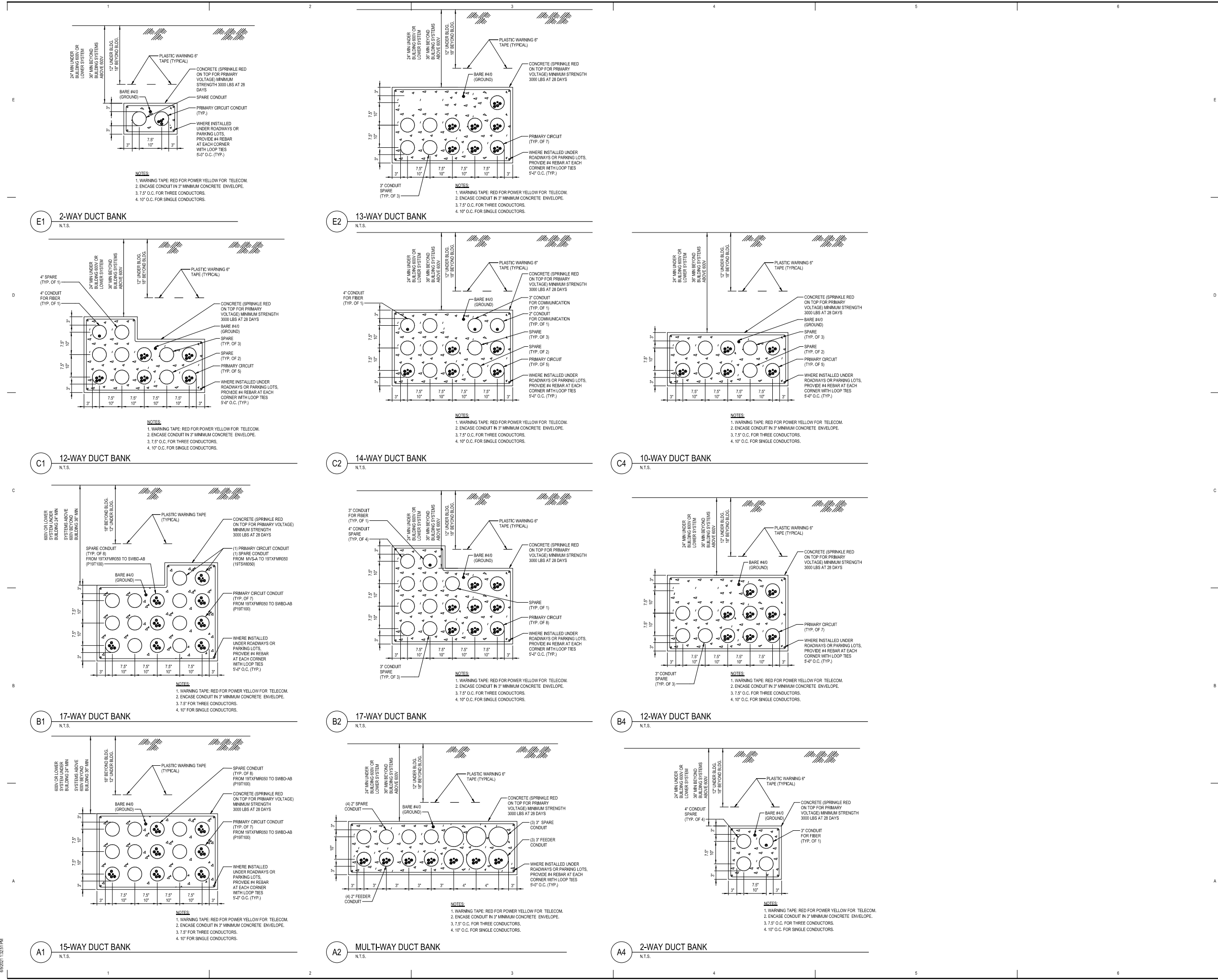


CONFORMED DOCUMENTS FOR CONSTRUCTION
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Sheet Name: **ELECTRICAL DETAILS**

Scale: **N.T.S.**
Sheet Number: **E-502**

Project Status: **CONFORMED SET**



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FEEDER CIRCUIT SCHEDULE table with columns: Tag #, FROM, TO

208V, 3-PHASE MOTOR FEEDER SCHEDULE table with columns: FEEDER CALL-OUT, HP, FLA1, BRANCH CIRCUIT PROT (CB), NO. OF SETS, PHASE, EQUIP GRD, CONDUIT

480V, 3-PHASE MOTOR FEEDER SCHEDULE table with columns: FEEDER CALL-OUT, HP, FLA1, BRANCH CIRCUIT PROT (CB), NO. OF SETS, PHASE3,4, EQUIP GRD, CONDUIT

TRANSFORMER SCHEDULE table with columns: MARK, KVA, PRIMARY 480 V DELTA 3 PHASE, 3 WIRE, SECONDARY 208/120 V, 3 PHASE, 4 WIRE, GROUNDING ELECTRODE CONDUCTOR, SYSTEM BONDING JUMPER, SUPPLY...EQUIP...JUMPER

FEEDER SCHEDULE (600V) table with columns: MARK, AMPACITY, NO. OF SETS, COPPER CONDUCTOR SIZES (AWG or kcmil), CONDUIT SIZE



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waveguide 6000 Center Drive, Suite 870 Los Angeles, CA 90045

Guidepost 707 Wilshire Boulevard, Suite 3650 Los Angeles, CA 90017

ORANGE COUNTY SANITATION DISTRICT P1-128A HEADQUARTERS COMPLEX AT PLANT NO. 1 BANDILIER/ELLIS/PACIFIC, FOUNTAIN VALLEY, CA 92708



Table with 3 columns: MARK, DATE, DESCRIPTION

Project Number 10041646 Original Issue 06/11/2021



CONFORMED DOCUMENTS FOR CONSTRUCTION THE ADDENDA ISSUED DURING THE BIDDING PERIOD ARE INCORPORATED IN THESE DOCUMENTS...

ELECTRICAL TRANSFORMER AND FEEDER SCHEDULES Scale

Sheet Number E-701

Project Status CONFORMED SET

6/8/2021 1:34:15 PM

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HDR Engineering Inc.
350 South Grand Ave, Suite 2500
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ORANGE COUNTY
SANITATION DISTRICT
P1-128A HEADQUARTERS
COMPLEX AT PLANT NO. 1

BANDILIER/ELLIS/PACIFIC,
FOUNTAIN VALLEY, CA 92708



MARK	DATE	DESCRIPTION

Project Number 10041646
Original Issue 06/11/2021



CONFORMED DOCUMENTS FOR CONSTRUCTION
THE ADDENDA ISSUED DURING THE BIDDING PERIOD ARE INCORPORATED IN THESE DOCUMENTS. IF DISCREPANCIES BETWEEN THESE DOCUMENTS AND THE RESPECTIVE BIDDING DOCUMENTS INCLUDING ADDENDA ARE FOUND, THE BIDDING DOCUMENTS WITH ORIGINAL ADDENDA SHALL GOVERN.

Sheet Name
ELECTRICAL SCHEDULES

Scale
Sheet Number
E-715
Project Status
CONFORMED SET

PANEL INDEX	
SWBD-AB	SWBD-PPV
PNL-PPV1	INV-SGLALLS1

Switchboard: SWBD-AB
Location: ELECTRICAL 110B
Supply From: TFR-19T
Mounting: FREESTANDING
Enclosure: NEMA-1

VOLTS: 277/480Y
Phases: 3
Wires: 4

A.I.C. Rating: 65K
Mains Type: MCB - LSI
Mains Rating: 3000 A
MCB Rating: 2500 A

Notes:

CKT	Circuit Description	# of Poles	Trip Rating	Load	Remarks
1	SPARE	3	800 A	0.000 kVA	
2	SPACE	--	--	0.000 kVA	
3	SPACE	--	--	0.000 kVA	
4	SPACE	--	--	0.000 kVA	
5	SPARE	3	400 A	0.000 kVA	
6	SPARE	3	400 A	0.000 kVA	
7	SPARE	3	225 A	0.000 kVA	
8	UPS-S11	3	225 A	80.880 kVA	
9	PNL-SM1	3	400 A	176.392 kVA	
10	DPN-NGL	3	400 A	104.557 kVA	
11	DPN-SGL	3	400 A	159.212 kVA	
12	PNL-NW	3	400 A	159.892 kVA	
13	PNL-SW	3	400 A	202.465 kVA	
14	PNL-SM3	3	800 A	298.670 kVA	
15	PNL-NM3	3	800 A	570.009 kVA	
16	SWBD-PPV	3	1600 A	108.312 kVA	
17					
18					
19					
20					
				1860.393 kVA	2238 A

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Motor	836.664 kVA	104.67%	875.739 kVA	
Other	115.320 kVA	100.00%	115.320 kVA	Total Conn. Load: 1860.393 kVA
LIGHTING	76.385 kVA	125.00%	95.481 kVA	Total Est. Demand: 1384.861 kVA
MISC.	12.474 kVA	100.00%	12.474 kVA	Total Conn. Current: 2238 A
RECEPTACLES	530.040 kVA	58.04%	270.020 kVA	Total Est. Demand Current: 1666 A
Motor Standby	267.910 kVA	0.01%	0.027 kVA	

Notes:
SOLAR PV CALC PER 705.12(B)(2)(3)(b) -

Switchboard: SWBD-PPV
Location: ELECTRICAL 006A
Supply From: SWBD-AB
Mounting: SURFACE
Enclosure: NEMA 12

VOLTS: 277/480Y
Phases: 3
Wires: 4

A.I.C. Rating: 35K
Mains Type: MCB - LSI
Mains Rating: 2000 A
MCB Rating: 1600 A

Notes:

CKT	Circuit Description	# of Poles	Trip Rating	Load	Remarks
1	500kW, 277/480Y, 3P, 4W PORTABLE GENERATOR CAMLOCK DEVICE	3	1000 A	0.000 kVA	
2	PNL-PPV1 VIA T-PPV1	3	400 A	108.312 kVA	
3	SPARE	3	100 A	0.000 kVA	
4	SPARE	3	100 A	0.000 kVA	
5	SPARE	3	100 A	0.000 kVA	
6	SPARE	3	100 A	0.000 kVA	
7	SPARE	3	100 A	0.000 kVA	
8	SPARE	3	100 A	0.000 kVA	
9	FUTURE PV INVERTER	3	100 A	0.000 kVA	
10	FUTURE PV INVERTER	3	100 A	0.000 kVA	
11	19TINV054	3	100 A	0.000 kVA	60KW PV INVERTER
12	19TINV055	3	100 A	0.000 kVA	60KW PV INVERTER
13	19TINV056	3	100 A	0.000 kVA	60KW PV INVERTER
14					
15					
16					
17					
18					
19					
20					
				108.312 kVA	130 A

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Other	105.600 kVA	100.00%	105.600 kVA	
LIGHTING	2.712 kVA	125.00%	3.390 kVA	Total Conn. Load: 108.312 kVA
				Total Est. Demand: 108.990 kVA
				Total Conn. Current: 130 A
				Total Est. Demand Current: 131 A

Notes:

Panel: PNL-PPV1
Location: ELECTRICAL 006A
Supply From: T-PPV1
Mounting: SURFACE
Enclosure: NEMA 12

VOLTS: 120/208Y
Phases: 3
Wires: 4

A.I.C. Rating: 18K
Mains Type: MCB - LSI
Mains Rating: 800 A
MCB Rating: 800 A

Notes:

CKT	Circuit Description	# of Poles	Trip Rating	Load	Remarks
1	CHGR UNIT 1	2	40 A	6.600 kVA	
2	CHGR UNIT 2	2	40 A	6.600 kVA	
3	CHGR UNIT 3	2	40 A	6.600 kVA	
4	CHGR UNIT 4	2	40 A	6.600 kVA	
5	CHGR UNIT 5	2	40 A	6.600 kVA	
6	CHGR UNIT 6	2	40 A	6.600 kVA	
7	CHGR UNIT 7	2	40 A	6.600 kVA	
8	CHGR UNIT 8	2	40 A	6.600 kVA	
9	CHGR UNIT 9	2	40 A	6.600 kVA	
10	CHGR UNIT 10	2	40 A	6.600 kVA	
11	CHGR UNIT 11	2	40 A	6.600 kVA	
12	CHGR UNIT 12	2	40 A	6.600 kVA	
13	CHGR UNIT 13	2	40 A	6.600 kVA	
14	CHGR UNIT 14	2	40 A	6.600 kVA	
15	CHGR UNIT 15	2	40 A	6.600 kVA	
16	CHGR UNIT 16	2	40 A	6.600 kVA	
17	PNL-PPV1L	3	60 A	2.712 kVA	
18					
19					
20					
				108.312 kVA	301 A

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Other	105.600 kVA	100.00%	105.600 kVA	
LIGHTING	2.712 kVA	125.00%	3.390 kVA	Total Conn. Load: 108.312 kVA
				Total Est. Demand: 108.990 kVA
				Total Conn. Current: 301 A
				Total Est. Demand Current: 303 A

Notes:

Panel: INV-SGLALLS1
Location: ELECTRICAL 102E
MANS/TYP: 30 A - MCB
BUS: 30 A
FED FROM: PNL-SGLAL

VOLTS: 120V
Phases: 1
Wires: 2
AIC: 10K

MOUNTING: SURFACE
ENCLOSURE: NEMA-1

CK #	Circuit Description	Trip	P	Load (KVA)
1	LTG EXTERIOR NORTHWEST & SOUTH WEST ENTRANCES	20 A	1	1.16 kVA
2				
3				
4				
5				
				TOTAL LOAD (KVA): 1.160 kVA
				TOTAL LOAD (AMPS): 10 A

Legend:

Load Classification	Connected Load	Estimated Demand	Panel Totals
LIGHTING	1.160 kVA	1.450 kVA	TOTAL CONNECTED LOAD (AMPS): 10 A
			TOTAL CODE LOAD (AMPS): 12 A
			PERCENT LOADED: 41 %

Notes:



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-3146

Agenda Date: 9/6/2023

Agenda Item No: 8.

FROM: Robert Thompson, General Manager
Originator: Riaz Moinuddin, Director of Operations & Maintenance

SUBJECT:

COOPERATIVE PROCUREMENT WITH CARRIER COMMERCIAL SERVICES FOR HVAC REPAIR SERVICES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Blanket Purchase Order with Carrier Commercial Services for maintenance services of heating, air conditioning, and ventilation systems for Plant No. 1, Plant No. 2, and pump stations, utilizing the Sourcewell Cooperative Agreement No. 070121-CAR in accordance with Ordinance No. OC SAN-61, Section 2.03(B), for the period beginning October 1, 2023 through September 30, 2024, for a total amount not to exceed \$1,200,000 with two (2) one-year renewal options; and
- B. Approve a contingency of \$120,000 (10%).

BACKGROUND

The Orange County Sanitation District (OC San) has a recurring need to properly maintain and repair heating, ventilation, and air conditioning (HVAC) equipment throughout Plant Nos. 1 and 2, and all pump stations. In areas that require additional preventive and corrective maintenance work, the HVAC systems are used to cool the electrical, laboratory, informational technology equipment, and occupied areas throughout both plants and outlying pump stations.

RELEVANT STANDARDS

- Participate in local, state, and national cooperative service and purchasing programs
- Maintain a proactive asset management program
- Provide a safe and collegial workplace

PROBLEM

Aging equipment and extended lead times on materials have caused delays in HVAC equipment maintenance, causing equipment failures.

PROPOSED SOLUTION

Establishing a blanket purchase order with Carrier Commercial Services will expedite the procurement process for day-to-day repairs and maintenance of OC San equipment.

TIMING CONCERNS

Early equipment failures have already been observed. Inability to timely perform repairs and preventive maintenance could result in total replacement of equipment which is more costly.

RAMIFICATIONS OF NOT TAKING ACTION

HVAC equipment failure in employee-occupied buildings and damage to equipment that requires a controlled environment could impact plant processes.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

Sourcewell is a government unit that establishes competitively awarded cooperative contracts on behalf of itself and other participating agencies such as OC San. Utilizing this contract allows OC San to benefit from the significant discounts available on this contract which range from 35-71.5% off MSRP.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. The recommendation will be funded under the Repairs and Maintenance line item for Plant No. 2 Operations and Maintenance Department (Budget Update - Fiscal Year 2023-24, Page 39). The available funding is sufficient for this action.

ATTACHMENT

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

N/A



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Agenda Report

File #: 2023-3149

Agenda Date: 9/6/2023

Agenda Item No: 9.

FROM: Robert Thompson, General Manager
Originator: Riaz Moinuddin, Director of Operations & Maintenance

SUBJECT:

COMBINATION SEWER CLEANING TRUCK PURCHASE

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Purchase Order to Haaker Equipment Company to purchase one new/unused Combination Sewer Cleaning Truck using Sourcewell Cooperative No. 101221-VTR for a total amount not to exceed \$973,913, including freight and taxes; and
- B. Approve a contingency of \$29,217 (3%).

BACKGROUND

Orange County Sanitation District (OC San) owns and operates three combination sewer cleaning trucks within its fleet. The trucks are utilized to maintain the collection systems by cleaning sewer pipes, pump station wet wells, and responding to emergencies such as sewer spills using a combination of vacuum and water jetting technology. The trucks service approximately 388 miles of regional pipes and 15 outlying pump stations. Three trucks are needed to complete the volume of work on an annual basis and comply with the SSMP as required by the SWRCB.

RELEVANT STANDARDS

- Participate in local, state, and national cooperative purchasing programs
- Maintain a proactive asset management program
- Ensure the public's money is spent wisely

PROBLEM

The truck identified for replacement is nine years old, with 54,000 miles. While mileage is relatively low, the truck and onboard systems are nearing the end of their useful life and exhibiting increased system breakdowns requiring costly repairs due to use. Repair costs are increasing and beyond an economic sense to continue repairing due to the condition of the vehicle and onboard grit removal systems. The length of repairs limits the collection system staff's ability to address the needs of the collection system without a rental truck while carrying out the repairs. Furthermore, heavy-duty diesel-fueled trucks will eventually be phased out due to air emissions regulations.

PROPOSED SOLUTION

Replace the existing combination sewer cleaning truck that is aging, with a new compressed natural gas (CNG) fueled truck to ensure proper maintenance of the collection system and the ability to respond to sewer spills effectively while adhering to vehicle emissions regulations.

TIMING CONCERNS

Delaying the replacement of this critical equipment jeopardizes OC San's ability to comply with its SSMP and meet vehicle emissions regulations. The truck identified for replacement is diesel-fueled and will be phased out due to vehicle emissions standards changes as a result of the CARB Advanced Clean Fleets (ACF) adoption. The ACF rules govern internal combustion engines with a phased-out approach in favor of fuel cell/hydrogen-fueled and electrification power sources. The ACF regulation further limits purchasing options to zero-emission vehicles (ZEV) in increasing concentration starting January 1, 2024. Purchasing the replacement CNG-powered unit now ensures OC San is compliant with current regulations ahead of the requirement change. It also allows OC San to add this replacement internal combustion engine vehicle over a ZEV to its fleet by issuing a purchasing contract prior to January 1, 2024, which the new regulation states is acceptable considering lead times to delivery.

RAMIFICATIONS OF NOT TAKING ACTION

The vehicle selected for replacement is unreliable, deteriorating, and is no longer economical to maintain. The increased need for rental equipment during repairs will increase costs further to maintain the vehicle.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San has provisions to purchase materials, services, and equipment from cooperative agreements. OC San is utilizing Sourcewell (formerly National Joint Powers Alliance), Cooperative Contract No. 101221-VTR with Haaker Equipment Company, under Ordinance No. OCSD-61, Section 2.03(B), Cooperative Purchases.

The amount of savings under this cooperative agreement is \$14,722.44 (3%) versus a non-cooperative agreement list pricing. These costs are inclusive of freight and sales tax.

OC San is required to reduce or eliminate large diesel-fueled vehicles by CARB. Two of the three combination sewer cleaning trucks are alternatively fueled by CNG; the one remaining truck is diesel-fueled. Replacement trucks are procured with options to comply with CARB requirements.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted. Line item: Section 06, Page 80 Fiscal Year 2023-24.

ATTACHMENT

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

N/A

DS:sr



OPERATIONS COMMITTEE

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Agenda Report

File #: 2023-3150

Agenda Date: 9/6/2023

Agenda Item No: 10.

FROM: Robert Thompson, General Manager
Originator: Riaz Moinuddin, Director of Operations & Maintenance

SUBJECT:

PURCHASE OF FLEET VEHICLES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

Authorize the General Manager to approve the purchase of replacement medium and light duty vehicles (trucks, SUVs, vans, sedans) for OC San's fleet as originally approved in the adopted fiscal year 2023-24 budget in an amount not to exceed \$374,400 based on market availability.

BACKGROUND

Orange County Sanitation District (OC San) maintains a fleet of vehicles necessary to meet business needs. The fleet is comprised of 10 heavy-duty equipment trucks, 25 medium-duty trucks, 77 light-duty trucks, 20 sedans, 15 SUVs, one bus, and 19 vans, for a total of 167 vehicles.

OC San's Fleet Services Division systematically replaces vehicles as part of an overall fleet right-sizing and modernization strategy. The replacement is based on the current vehicle's ability to meet the assigned group's needs, vehicle age, maintenance cost, condition, and mileage. All vehicles were identified as required for business needs through a baselining effort during the fiscal year 2023/24 budget preparation process.

Each year, vehicles are identified for replacement and proposed during the budget preparation process. The Board of Directors subsequently approves vehicle procurements under the capital equipment section of the budget in June of each year. OC San enters into a purchase order agreement with entities (cooperatives) that work directly with vehicle manufacturers to capitalize on the most cost-effective means to purchase the vehicles. OC San benefits from eliminating unnecessary added options in the retail market through dealer shopping and ensures adherence to internal vehicle specifications.

All replacement vehicles are evaluated for Clean (electric, hybrid, CNG) technology application to ensure adherence with the appropriate regulations.

RELEVANT STANDARDS

- Participate in local, state, and national cooperative purchasing programs
- Ensure the public's money is wisely spent
- Maintain a proactive asset management program

PROBLEM

The vehicle manufacturing process has been disrupted due to global events affecting raw materials and supply chains. Some models identified for replacement have been affected by premature original equipment manufacturer (OEM) order cutoffs due to industry demand exceeding the available fleet allocation. OC San needs to replace vehicles that are aging and are no longer economical to maintain. For fiscal year 2023-24, staff intended to purchase 11 new SUVs which are needed for the increased mobility needs of construction oversight staff and three replacement light-duty trucks which are needed to support current operations. Vehicles identified are needed for staff mobility throughout the organization.

PROPOSED SOLUTION

Enter into purchase order agreements with providers to allow for adaptability to unpredictable order deadlines from factory-build systems. This will allow staff to meet manufacturer deadlines, purchase applicable vehicles based on need and availability, and sustain the reliability of the fleet.

TIMING CONCERNS

Vehicle manufacturers are reducing ordering window times due to global events affecting materials availability. Manufacturer order periods for the coming model year are late to open and expected to remain open for 45-90 days, or less, generally, instead of six months. OC San's internal process requires additional Committee and Board action time, jeopardizing the ability to replace vehicles with external deadlines beyond OC San's control.

RAMIFICATIONS OF NOT TAKING ACTION

The vehicles selected for replacement are unreliable, deteriorating, no longer economical to maintain, and lack modern safety features currently required for fleet vehicles. Unscheduled maintenance costs are increasing, and vehicle reliability will compromise the mobility needs of staff.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

The OC San Adopted budget for Fiscal Year 2023-24 includes the following vehicle requirements:

- 11 New Mid-Size SUVs
- 2 Light Duty Trucks
- Truck, Light Duty, Utility Body

OC San intends to purchase the specified vehicles but may need to substitute vehicles based on availability and OC San needs, with General Manager approval. OC San proceeded to purchase Board approved replacement vehicles in fiscal year 2022-23 under this same approach and has been successful in securing vehicles in short supply due to the agility to execute this process. The identified vehicles are in the light-duty category and are currently not subject to alternative fuel regulations.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted in Fiscal year 2023-24 Budget Update, Page A-16, Section A (Appendix), Line item: 4.

ATTACHMENT

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

N/A

DS:sr



OPERATIONS COMMITTEE

Administration Building
10844 Ellis Avenue
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(714) 593-7433

Agenda Report

File #: 2023-3154

Agenda Date: 9/6/2023

Agenda Item No: 11.

FROM: Robert Thompson, General Manager
Originator: Riaz Moinuddin, Director of Operations & Maintenance

SUBJECT:

QUARTERLY ODOR COMPLAINT REPORT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Receive and file the Fiscal Year 2022-23 Fourth Quarter Odor Complaint Report.

BACKGROUND

During the fourth quarter of FY 2022-23, the Orange County Sanitation District (OC San) had the following attributable odor complaints: Plant No. 1 had two odor complaints, Plant No. 2 had one odor complaint, and the collection system had zero odor complaints. A summary of the odor complaints with a table tracking the history is included as an attachment.

RELEVANT STANDARDS

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

ATTACHMENT

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

- FY 2022-23 Fourth Quarter Odor Complaint Report

RS:BR:cr

Orange County Sanitation District
 Odor Complaint Report
 Fiscal Year 2022/23 – 4th Quarter

1. Plant No. 1 Treatment Facility Odor Complaint Summary

Plant 1 received two attributable odor complaints during the 4th quarter. Both odor complaints occurred on the same day and were described as a “chemical smell.” The chemical odor occurred due to the bleach pump overdosing (pump was out of calibration). Chemical pumps were recalibrated to prevent further odor complaints.

2. Plant No. 2 Treatment Facility Odor Complaint Summary

Plant 2 received one attributable odor complaint during the 4th quarter described as a “mild odor.” Construction activities at Plant 1 required approximately 50 mgd be diverted to Plant 2. Additional organic loading caused high H2S loadings at the trickling filter scrubbers requiring additional bleach use.

3. Collections Facilities Odor Complaint Summary

The Collection System received no attributable odor complaints during the 4th quarter.

All Odor Complaints Tracking

All Public Complaints	Apr. 2023 to Jun. 2023			1 st Qtr FY 22/23	2 nd Qtr FY 22/23	3 rd Qtr FY 22/23	4 th Qtr FY 22/23	Cumulative FY 22/23
	Collections	P1	P2	Total	Total	Total	Total	Total
Attributable to OC San	0	2	1	5	5	9	3	22
Not Attributable to OC San	5	8	1	14	7	10	14	45
Total Public Complaints Received:	5	10	2	19	12	19	17	67



OPERATIONS COMMITTEE

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
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Agenda Report

File #: 2023-2954

Agenda Date: 9/6/2023

Agenda Item No: 12.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

KNOTT-MILLER HOLDER ARTESIA BRANCH REHABILITATION, PROJECT NO. 3-60

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Professional Design Services Agreement with Dudek to provide engineering services for Knott-Miller Holder Artesia Branch Rehabilitation, Project No. 3-60, for an amount not to exceed \$1,200,000; and
- B. Approve a contingency of \$120,000 (10%).

BACKGROUND

The Miller-Holder Trunk was constructed by the Orange County Sanitation District (OC San) in the cities of Buena Park and La Palma from 1959 to 1998. The Knott Trunk was constructed from 1971 to 1978 in the City of Buena Park. These trunk sewers consist of 18-inch to 45-inch vitrified clay pipe or reinforced concrete pipe. All sewer manholes are concrete with polyurethane or PVC linings.

RELEVANT STANDARDS

- Comply with California Government Code Section 4526 to engage the best qualified firm “on the basis of demonstrated competence and qualifications” and “negotiate fair and reasonable fees”
- Protect OC San assets
- Meet or exceed sanitary sewer overflow regulations
- Commitment to safety & reducing risk in all operations

PROBLEM

There are multiple condition issues associated with the Knott Interceptor and Miller-Holder Trunk Sewers. Closed-circuit television inspection of the sewer indicates that sewer pipeline segments are significantly cracked, have multiple fractures and/or are broken leading to infiltration, and there are multiple areas where deposits have become encrusted and cannot be removed by cleaning. Additionally, sewer manholes in the same area have liner failure and widespread concrete failure.

PROPOSED SOLUTION

Approve a Professional Design Services Agreement for Knott-Miller Holder Artesia Branch Rehabilitation, Project No. 3-60. This project will rehabilitate portions of the Knott Interceptor and Miller-Holder Trunk sewers. The project includes the rehabilitation of 18-inch to 45-inch sewer, the rehabilitation of existing sewer manholes, construction of a new air jumper for a siphon, and construction of two new sewer manholes.

TIMING CONCERNS

Delaying approval of the agreement would delay the completion of the project, which could result in an increased risk of a pipe failure before the work is completed, resulting in urgent repairs or a sewage spill. Manholes would continue to corrode, resulting in more expensive repairs.

RAMIFICATIONS OF NOT TAKING ACTION

Without this project, the condition issues in the pipelines could result in a sewage spill.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

Consultant Selection:

OC San requested and advertised for proposals for Knott-Miller Holder Artesia Branch Rehabilitation, Project No. 3-60 on May 2, 2023. The following evaluation criteria were described in the Request for Proposals (RFP) and used to determine the most qualified Consultant.

CRITERION	WEIGHT
Project Understanding and Approach	40%
Related Project Experience	25%
Project Team and Staff Qualifications	35%

Four proposals were received on June 15, 2023 and evaluated in accordance with the evaluation process set forth in OC San's Purchasing Ordinance by a pre-selected Evaluation Team consisting of OC San staff: Senior Engineer (Project Manager) and two Engineering Supervisors. The Evaluation Team also included one non-voting representative from the Contracts Administration Division and one non-voting technical advisor from OC San staff.

The Evaluation Team scored the proposals on the established criteria as summarized in the table below:

	Firm	Approach (Max 40)	Related Experience (Max 25)	Team (Max 35)	Total Score (Max 100)
1	CDM Smith Inc.	31	18	25	74
2	Dudek	27	18	25	70
3	Stantec Consulting Services Inc	28	13	23	64
4	Michael Baker International, Inc.	23	18	22	63

Based on this scoring, two Consultants were shortlisted for interviews on July 13, 2023. Following the interview, each member of the Evaluation Team scored the Consultants based on both the proposals and interviews using the evaluation criteria and weighting described above. Based on the scoring shown below, Dudek was selected as the most qualified Consultant.

	Firm	Approach (Max 40)	Related Experience (Max 25)	Team (Max 35)	Total Score (Max 100)
1	Dudek	35	19	28	82
2	CDM Smith Inc.	29	18	26	73

Dudek, the proposer with the highest score, excelled in both the proposal and the interview. Their technical proposal went beyond a general understanding of the Scope of Work and provided specific examples of how the proposed team would efficiently approach design challenges of the Project. The following are key elements that were unique in Dudek's proposal:

- Approach to minimize bypass pumping by analyzing the hydraulic model and utilizing existing diversions where possible.
- Approach to review the existing condition assessment data to confirm the right approach is being taken and to look for cost saving ideas during the review.
- Demonstrated commitment to look for ways to design the Project to improve the system beyond what is asked of them.

Review of Fee Proposal and Negotiations:

Proposals were accompanied by sealed fee proposals. In accordance with the Purchasing Ordinance, the fee proposal of only the highest-ranked firm was opened after approval by the Director of Engineering of the Evaluation Committee's recommendation.

Staff conducted negotiations with Dudek to clarify the requirements of the Scope of Work, the assumptions used for the estimated level of effort, and the proposed approach to meet the goals and objectives for the project. Negotiations included multiple meetings and emails to verify assumptions and level of effort, resulting in a \$148,064 decrease in the overall level of effort.

	Original Fee Proposal	Negotiated Fee
Total Hours	5,744	5,145
Total Fee	\$1,348,064	\$1,200,000

The negotiated fee decreased the overall level of effort for the project. The following factors contributed to the revised level of effort:

- Removed groundwater pump testing from the Scope of Work. Based on existing information, it is not anticipated that dewatering will be needed.
- Reduced the number of potholes that will be conducted. Proposal was overly conservative on the number of potholes included.
- Reduced hours for field topographic investigation.
- Increased hours for permit coordination due to additional coordination anticipated with Caltrans at both Interstate 5 and Beach Blvd.
- Increased hours in traffic services to include additional traffic control phasing through the intersections to accommodate trenching for bypass pipeline installation.

The Consultant’s fringe and overhead costs, which factor into the billing rate, have been substantiated. The contract profit is 9.1%, which is based on an established formula within OC San’s standard design agreements. Staff is requesting a 10% contingency to address potential amendments to the Scope of Work as the project progresses through preliminary and final design.

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

CEQA

The project is exempt from CEQA and a Notice of Exemption will be filed with the OC Clerk-Recorder after OC San Board of Directors approval of the Professional Services Design Agreement.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San’s Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Year 2023-2024, Appendix A, Page 7, Knott-Miller Holder-Artesia Branch Rehabilitation, Project No. 3-60) and the budget is sufficient for the recommended action.

ATTACHMENT

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

- Professional Design Services Agreement
- Presentation

CM:tk

PROFESSIONAL DESIGN SERVICES AGREEMENT

This PROFESSIONAL DESIGN SERVICES AGREEMENT, (hereinafter referred to as "Agreement"), is made and entered into to be effective the 27th day of September, 2023, by and between the ORANGE COUNTY SANITATION DISTRICT, (hereinafter referred to as "OC SAN"), and DUDEK, (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, OC SAN desires to engage CONSULTANT for **Knott-Miller Holder Artesia Branch Rehabilitation, Project No. 3-60**; and to provide professional design services for the project elements outlined in the Scope of Work attached hereto as Attachment "A", (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 September 27, 2023, the Board of Directors, by Minute Order, accepted the recommendation of the Operations Committee to approve this Agreement.

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

1. SCOPE OF WORK

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 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 One Million Two Hundred Thousand Dollars (\$1,200,000). Total compensation to CONSULTANT including burdened labor (salaries plus benefits), overhead, profit, direct costs, and Subconsultant(s) fees and costs shall not exceed the sum set forth in Attachment "E" - Fee Proposal.

B. Labor

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

C. Umbrella Excess Liability

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

D. Automobile/Vehicle Liability Insurance

The CONSULTANT shall maintain a policy of automobile liability insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limit of liability coverage: combined single limit of One Million Dollars (\$1,000,000). A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Drone Liability Insurance

If a drone will be used, drone liability insurance must be maintained by CONSULTANT in the amount of one million dollars (\$1,000,000) in 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. OC SAN reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required. The following are approved forms that must be submitted as proof of coverage:

- Certificate of Insurance ACORD Form 25 or other equivalent certificate of insurance form
- Additional Insurance (General Liability) The combination of (ISO Forms) CG 20 10 and CG 20 37

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

I. Cancellation and Policy Change Notice

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

Said notices shall be mailed to OC SAN at:

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

J. Primary Insurance

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

K. Separation of Insured

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

L. Non-Limiting (if applicable)

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

M. Deductibles and Self-Insured Retentions

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

N. Defense Costs

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

O. Subconsultants

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

P. Limits Are Minimums

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

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: Diane Marzano, Senior Contracts Administrator
Copy: Cindy Murra, Project Manager

Notices shall be mailed to CONSULTANT at:

DUDEK
605 Third Street
Encinitas, CA 92024
Attention: Russ Bergholz, Principal Engineer

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, 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. 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.

CONSULTANT: DUDEK

By _____ Date _____

Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By _____ Date _____
Chad P. Wanke
Board Chairman

By _____ Date _____
Tina Knapp, MMC
Assistant Clerk of the Board

By _____ Date _____
Ruth Zintzun
Finance & Procurement Manager

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

DM:yp

ATTACHMENT “A”

SCOPE OF WORK

KNOTT - MILLER HOLDER ARTESIA BRANCH REHABILITATION

ATTACHMENT A SCOPE OF WORK

Project No. 3-60

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1. PROJECT REQUIREMENTS

1.0 SUMMARY

1.0.1 PROFESSIONAL DESIGN ENGINEERING SERVICES

A. Provide professional design engineering services for the project described herein including the following:

1. Preliminary Design Report
2. Environmental documentation services
3. Permitting assistance
4. Preparation of bid documents

1.0.2 PROFESSIONAL LICENSING REQUIREMENTS

A. All plans and specifications shall be prepared by a professional engineer licensed in the State of California of the associated discipline.

1.1 BACKGROUND

The Miller-Holder trunk was constructed under projects 3-4A, 3-4B, 3-7, and 3-38-1 in the cities of Buena Park and La Palma, from 1959 to 1998. The Knott trunk was constructed under projects 3-16, 3-20-3, and 3-20-4 from 1971 to 1978 in the City of Buena Park. These trunk sewers are a combination of vitrified clay pipe (VCP), ductile iron pipe (DIP) and reinforced concrete pipe (RCP).

The pipe sizes under this project range from 18-inch to 45-inch. There are multiple siphons within this vicinity, but only the 45-inch RCP siphon at the Fullerton Creek crossing on Valley View boulevard in the city of La Palma will be rehabilitated. This siphon currently has no air jumper. Within the project vicinity, there are flood channels, freeway crossings, and the Union Pacific Railroad (UPRR) right of way.

Sewer pipeline closed-circuit television (CCTV) inspection records date back to as early as 2007, with the most recent sewer pipeline CCTV inspections being completed in 2022. Inspection and CCTV reports are included in Exhibit 19. Sewer manhole CCTV inspection records date back to 2017 with the most recent sewer manhole CCTV inspections being completed in 2022. See Exhibit 19 for detailed summaries of sewer pipelines and manholes. In general, the RCP is lined 240 degrees with polyvinyl chloride (PVC, i.e. T-Lock) and all sewer manholes are concrete with most having polyurethane or PVC linings.

1.2 GENERAL PROJECT DESCRIPTION

This project will rehabilitate portions of the Knott Interceptor and Miller-Holder Trunk sewers. The project includes the rehabilitation of 18-inch to 45-inch sewer, the rehabilitation of existing sewer manholes, construction of a new air jumper on a siphon, and construction of new sewer manholes. The project is located in the cities of Buena Park and La Palma.

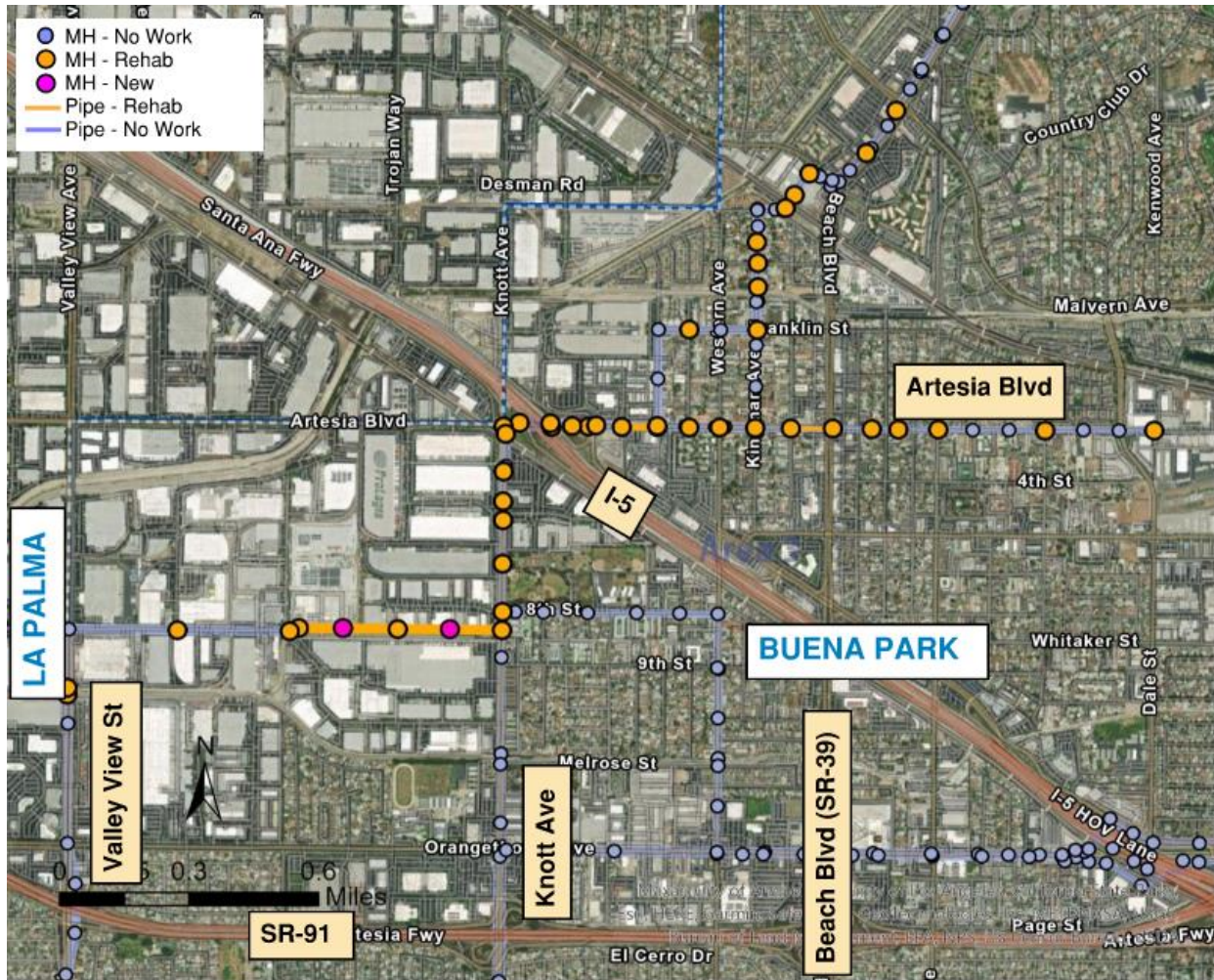


Figure 1. Overview Map

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 – REHABILITATE KNOTT INTERCEPTOR, MILLER-HOLDER TRUNK, AND ARTESIA BRANCH

- A. Cured in place pipe (CIPP) approximately 3,900 LF of 18-inch to 45-inch
 - 1. KNT0620-0005 to KNT0620-0010, 24-inch VCP, 125 LF
 - 2. MLR0495-0000:A to MLR0490-0000:A, 45-inch RCP, 100 LF (siphon)
 - 3. MLR0520-0000 to MLR0525-0000, 42-inch VCP, 1280 LF
 - 4. MLR0515-0000 to MLR0520-0000, 42-inch VCP, 1212 LF
 - 5. MLR0580-0000 to MLR0575-0000, 30-inch VCP, 442 LF
 - 6. MLR0580-0025 to MLR0580-0020, 18-inch VCP, 515 LF
 - 7. KNT0605-000 to MLR0620-000, 18" DI, ~30 LF (air jumper)
 - 8. MLR0620-000 to MLR0615-000, 18" DI, 181 LF (air jumper)
 - 9. MLR0615-000 to KNT0600-00, 18" DI, ~20 LF (air jumper)
- B. Assumptions for Level of Effort
 - 1. For the purpose of estimating the predesign and design phase levels of effort, the CONSULTANT shall make the following assumptions regarding this project element:
 - a. Bypass is required for lining the pipe segments.
 - b. No Bypass is required for lining the air jumper segments.

1.4.2 PROJECT ELEMENT 2 – REHABILITATION OF MANHOLES

- A. Rehabilitate forty-three (43) sewer manholes ranging from 48 to 78 inches.
 - 1. Manholes are located in various locations throughout the City of Buena Park, and two are in the City of La Palma.
 - 2. See Exhibit 19 for manhole locations.
 - 3. All manholes require the following:
 - a. Full structural rehabilitation
 - b. New frame/cover
 - c. Bench repair/rebuild
- B. Assumptions for Level of Effort
 - 1. For the purpose of estimating the predesign and design phase levels of effort, the CONSULTANT shall make the following assumptions regarding this project element:
 - a. Bypass pumping is not required for rehabilitation of manholes.
 - b. CCTV inspection video and reports will be provided for all manholes.
 - c. No field investigation inside manholes is necessary to complete design.

1.4.3 PROJECT ELEMENT 3 – NEW MILLER-HOLDER TRUNK SEWER MANHOLES

- A. Install two (2) new 84-inch sewer manholes. The location of the first manhole will be located approximately halfway between manholes MLR0525-0000:A and MLR0520-0000. The second manhole will also be approximately halfway between manholes MLR0520-0000 and MLR0515-0000.
- B. Assumptions for Level of Effort

1. For the purpose of estimating the predesign and design phase levels of effort, the CONSULTANT shall make the following assumptions regarding this project element:
 - a. The assumed locations are shown in Figure 2.
 - b. The 45-inch Miller-Holder pipe on which the two new manholes will be installed is within a 30-foot OC SAN easement inside a fenced commercial/industrial parking lot. The pipe also runs parallel to the OC Flood Control channel.



Figure 2. New Manhole Locations

1.4.4 PROJECT ELEMENT 4 – AIR JUMPERS

A. Install an air jumper between the upstream and downstream manholes on the 45" RCP Miller-Holder Trunk at the Fullerton Creek siphon location shown in Figure 3.

B. Assumptions for Level of Effort

1. For the purpose of estimating the predesign and design phase levels of effort, the CONSULTANT shall make the following assumptions regarding this project element:
 - a. Air Jumper is approximately 100 feet, and its size is approximately 16 inches.
 - b. A permit from Orange County Flood District is required for the construction of the air jumper.
 - c. Air Jumper requires a permit from the railroad as described in Section 2.3.9.
 - d. Flowrate of air assumed to be 3.3 cfs. Design may be for single or dual airpipe depending on the depth of the bridge.
 - e. Assume FRP pipe encased in steel if hanging on a bridge.
 - f. Assume FRP or lined steel if buried.
 - g. Assume the siphon is in fully deteriorated condition and will need to be structurally rehabilitated. Lining of this siphon is part of Project Element 1.

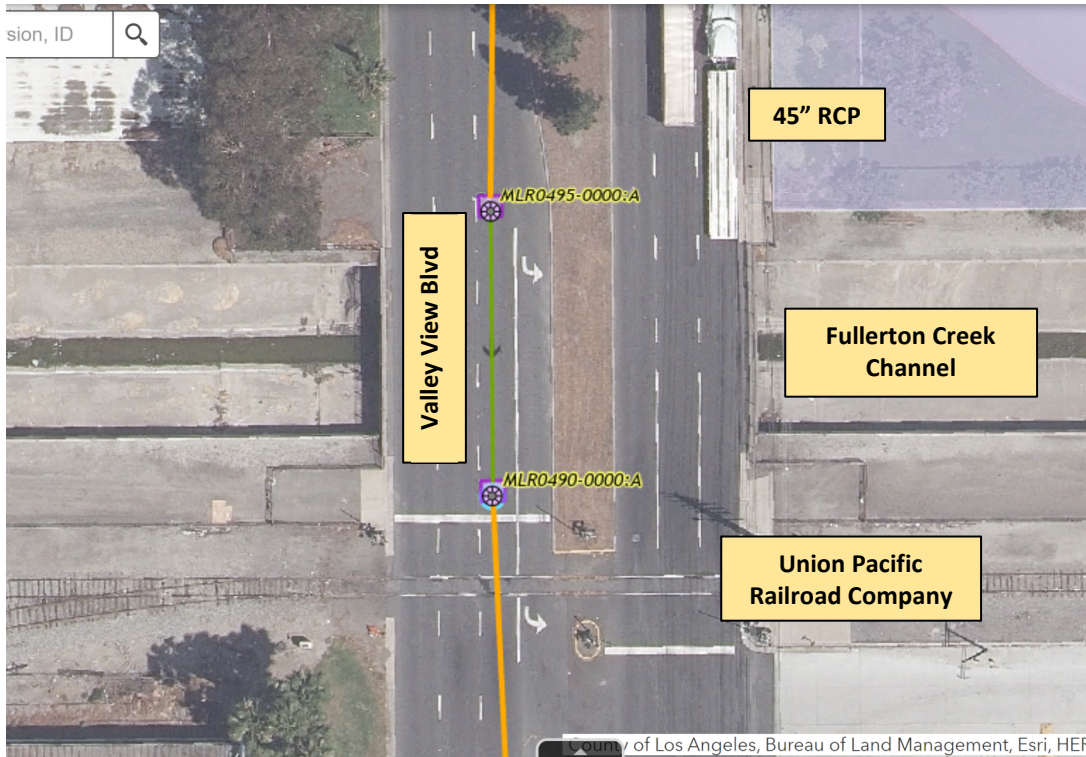


Figure 3. Fullerton Creek Siphon

1.4.5 TEMPORARY FACILITIES DURING CONSTRUCTION

A. In certain cases, construction sequencing constraints may require the contractor to construct a temporary facility to be used during a certain portion of the construction period. CONSULTANT shall identify in what instances such facilities are required or reasonably warranted and present those instances with implementation plans and construction sequencing constraints to OC SAN for consideration. When such facilities are found to be either required or reasonably warranted, CONSULTANT shall provide sufficiently detailed drawings and specifications to be included in the Bid Documents that bidders understand what is required to provide and potentially operate the temporary facilities and that the reliability and performance of the facilities will meet OC SAN's needs and reasonably mitigate construction risks. Examples of potential facilities include:

1. Bypass pumping and temporary bypass piping
2. Temporary odor control facilities
3. Temporary noise abatement
4. Traffic Control

B. CONSULTANT shall design measures for the temporary handling of flows to be implemented by the Contractor during construction considering OC SAN's goal of zero sewage spills.

C. If existing facilities such as valves, gates, stop logs, etc. are being used for shutdowns or diversions, include a plan for testing those facilities during Phase 3 - Design to verify that they will function adequately for the purpose. If testing cannot be performed, CONSULTANT shall identify the risks associated with using the facility for bypassing, along with contingency plans and mitigation measures to be implemented if they are found not functioning adequately during construction.

D. Detailed bypass plans showing the work area for temporary pumping and the routing of the bypass line(s) are required at each location. Upstream bypass of all laterals connecting to manholes is required and shall be shown on the bypass plans.

1.4.6 COORDINATION WITH OTHER PROJECTS

A. The following projects may impact or require coordination with this project:

1. 3-64C, Los Alamitos Sub-Trunk and Westside Relief Interceptor Rehabilitation.

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 technologies. Alternative means of accomplishing the project elements must be reviewed and accepted by OC SAN prior to detailed evaluation. All alternative technologies proposed should be currently utilized as similar facilities.

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 process benefits and overall quality. When design recommendations are presented to OC SAN, the design selection criteria shall be clearly identified with the recommendation.
- B. The cost estimate shall consist of a life cycle cost analysis for the options proposed, including costs for engineering, construction, start-up, operational and maintenance, and future rehabilitation and replacement.
- C. The construction cost estimate shall be as described in Engineering Design Guidelines Section 01.4.6 included as **Exhibit 17 - OC SAN Engineering Design Guidelines and Standards**. 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.

1.5.5 COST ESTIMATE

- A. The construction cost estimate shall be as described in Engineering Design Guidelines Section 01.4.6 included as Exhibit 17 - OC SAN Engineering Design Guidelines and Standards.
- B. See SOW **Exhibit 10a - Sample Construction Cost Estimate Format - Sample 1** and **Exhibit 1b - Sample Construction Cost Estimate Format - Sample 2-4** for Sample formats preferred by OC SAN.

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 deadlines indicated in that table.
- B. 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.

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

D. 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.

PROJECT MILESTONE AND DEADLINES	
MILESTONE	DEADLINE
NTP (Kickoff Meeting)	The kickoff meeting will be scheduled to coincide with the Preliminary Design NTP.
Preliminary Design NTP	
Submit Project Management Plan (PMP)	10 workdays from Kickoff Meeting.
OC SAN Review of PMP	5 working days from receipt of PMP. If the PMP is sufficient, the OC SAN PM will set the date for the Kickoff Meeting. In any case, CONSULTANT shall issue a revised PMP within 5 working days of receipt of OC SAN's comments for OC SAN approval.
Submit draft Preliminary Design Report (PDR)	200 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 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.
Final Design NTP	CONSULTANT's schedule shall allow 15 working days from submittal of the final PDR to receipt of the Design Phase NTP.
Submit Design Submittal 1 (DS1)	40 workdays from Design Phase NTP.
OC SAN Review of DS1	20 workdays from receipt of DS1
Submit Design Submittal 2 (DS2)	75 workdays from receipt of OC SAN comments on DS1.
OC SAN Review of DS2	20 workdays from receipt of DS2
Submit Design Submittal 3 (DS3)	75 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 PREDESIGN EVALUATION STUDIES (NOT USED)

2.2 PRELIMINARY DESIGN PRODUCTION

2.2.1 GENERAL

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

2.2.2 DESIGN MEMOS

- A. The CONSULTANT shall produce Design Memos as indicated below in accordance with **Exhibit 1 - PDR Requirements**. The CONSULTANT shall discuss the combining of design memos with OC SAN and develop a design memo submittal list.

- Process Design Configuration**
 - Design Configuration
 - Redundancy
 - Monitoring and Sampling
 - Process Flow Diagrams
 - Operating Philosophies
 - Site and Facility Layouts
 - Preliminary Load Criticality Ranking Table
- Hydraulic Analysis**
 - Hydraulic Analysis
 - Hydraulic Profile
- 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
- Civil Design Parameters**
 - General Civil
 - Drainage Requirements
 - Corrosion Protection Requirements
- Utility Requirements**
- Structural Design Parameters**

- Architectural Design Parameters**
 - Note: Develop up to **[three]** alternative concepts for review and acceptance
- Process Mechanical Design Parameters**
- Building Mechanical Design Parameters**
- Fire Protection**
 - Fire Protection Requirements
 - Fire Water Flow Analysis
 - Fire Protection Requirements for Existing Facilities
- Electrical**
 - Codes/standards. Brief description of electrical system. Electrical drawings.
 - Identify Electrical System Impacts
 - Report – Data Collection and Verification
 - Preliminary Load List
 - Preliminary Standby Power Requirements
 - ETAP – Preliminary Short Circuit Analysis and Load Flow/Voltage Drop Studies
 - ETAP – Provide Data. OC SAN will perform ETAP studies.
 - Preliminary Analysis for cable pull calcs, duct bank cable derating, and cable tray fill calcs.
 - Hazardous Area Classification Requirements
- Instrumentation and Control**
 - Instrumentation and Control System
 - Specialty Safety Systems
 - Preliminary SAT
 - PLC and RIO Panel Location Map
 - CCTV Coverage Map
- Landscaping**
 - Landscaping Requirements
 - Develop up to **[three]** alternative concepts for review and acceptance
- Plant Utility Investigation Findings**
- Vibration Analysis**
- Collections Basis of Design**
 - Codes and Standards
 - Hydraulic Analysis
 - Pipeline Basis of Design
 - Manhole Basis of Design
 - Hydraulic Profiles
- Collections Rehabilitation Alternatives**
 - Pipeline Rehabilitation
 - Manhole Rehabilitation
- Collections Pipeline Design**
 - Assume 3 viable alignment options
 - Design Memo Items 1-12
 - Open-cut vs. Trenchless Technologies
 - Trenchless Technologies at Major Closings
- Collections Utility Investigation Findings**
- Collections Conceptual Traffic Control**
 - AHJ and Traffic Control Identification
 - Basis for Traffic Control Strategy
 - Traffic Analysis
 - Traffic Control Plans
- Design Safety Requirements**

- Design Safety Requirements
- Identify all potential project specific safety issues
- Identify all potential Cal OSHA and OC SAN safety issues
- Identify construction safety hazards
- Use Exhibit 11 Sample Full Project Safety Review Plan to verify safety elements
- Risk Management Check List to verify safety elements. Use Exhibit 12 Sample Risk Management Check List
- HAZOP
- Public Impacts**
- Environmental and Regulatory Requirements**
 - CEQA Part of Programmatic EIR
 - CEQA work consists of
 - Determine project environmental and regulatory requirements
 - Matrix of CEQA and Permit Requirements
 - Mitigation, Monitoring and Reporting List
- Permit Requirements**
 - List of Permits Required
 - Oil Well Abandonment
- Stormwater Requirements**
- Hazardous Material Survey, Mitigation and Control**
- Maintainability**
 - Define Maintainability Requirements
 - Maintainability Requirements Plan Drawings
 - Define Maintainability Rules
 - Define Maintainability Information for Project Specific Equipment
- Facility Operation and Maintenance**
 - Facility O&M Requirements
 - Operating Philosophies
 - Preliminary Assessment of O&M Staffing Requirements
- Implementation Plan**
 - Identification of Adjacent Projects
 - Preliminary Commissioning Checklist
 - Preliminary Construction Sequencing Plan
 - Review of Constructability Issues
 - Temporary Handling of Flow
- Construction Odor Monitoring and Mitigation**
- Preliminary Technical Specification List**

2.2.3 PROJECT SPECIFIC DESIGN MEMOS (NOT USED)

2.2.4 PRELIMINARY DESIGN DRAWINGS

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

- General
- Demolition
- Civil
- Landscape
- Structural
- Architectural
- Mechanical

- Electrical
- Instrumentation and Control

2.2.5 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 Memo 1, 2, 3, etc.
- List of Proposed Specification Sections

Volume 2 – Drawings (see Exhibit 1, PDR Requirements)

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.

2.2.6 PRELIMINARY DESIGN COST ESTIMATE

- A. The CONSULTANT shall provide a cost estimate for the associated PDR submittal in accordance with **Exhibit 1 - PDR Requirements**.

2.3 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.

2.3.1 EASEMENTS, PROPERTY BOUNDARIES, AND WORK AREA LIMITS

- A. The CONSULTANT shall identify easement and property boundary requirements and prepare all easement documents, including performing any field investigations and survey required to identify and prepare easements.
- B. Unless otherwise directed, the CONSULTANT shall identify, survey, and show all property boundaries, and all existing and proposed easements, within and/or adjacent to the project boundaries.
- C. CONSULTANT shall show and explicitly identify the limits of work for all portions of the project, including any restrictions on the work allowed in any area, e.g., whether the area can be used for parking or laydown.

D. All survey research and survey fieldwork shall be performed by a Professional Land Surveyor licensed by the State of California.

E. Up to 5 plat and legal descriptions shall be prepared as part of level of effort.

2.3.2 TOPOGRAPHIC SURVEY

A. Control Surveys for Collection Systems

1. General: Topographical information used on the construction plans shall be generated from an aerial mapping process. CONSULTANT shall provide for the aerial and field surveys necessary for the mapping process for all applicable Project Elements of the project Scope of Work and shall provide for the aerial mapping. Providing for the process includes paying for, coordinating, and designing the aerial and horizontal/vertical control surveying for the preliminary and final design. CONSULTANT's responsibilities for the surveys include generating any subconsultant scopes of work, data interpretation, and preliminary design. All survey work is to be done under the direction and control of a Professional Land Surveyor, licensed by the State of California.

2. Aerial Survey: The aerial photography shall have sufficient coverage for the digital topographic mapping. The photo scale of the aerial photography shall not be more than 100 feet per inch for pipeline work or 20 feet per inch for pump stations. Digital copies of photographs shall be furnished to OC SAN.

3. Field Survey Aerial: A field survey shall be used to establish both horizontal and vertical control for the project. Control shall meet or exceed NAVD 88 requirements and shall be based on California State Plan Coordinates (NAD 83, 2017.50 epoch adjustment) including the 1995 O.C. surveyor's adjustments. A sufficient number of points shall be used to accurately complete the digital topographic modeling. Field points shall be focused on areas that will include pipeline rehabilitation. No less than five control points per stereo model shall be used.

4. Aerial Field Survey Inclusions: The field survey shall include survey monuments, topographic features, easements, property lines, culture, and elevations on the plan and profile sheets. All covers, including the existing sewer manholes, storm drain manholes, and utility and valve vaults shall be identified and marked in the field.

5. OC SAN Review Aerial Survey Line: The general location and alignment of the survey line shall be submitted to OC SAN prior to performing the field survey. Survey work shall not commence until authorized or concurred to by OC SAN. CONSULTANT shall be responsible for obtaining and paying for the field survey services.

6. Field Survey Base Line: The field survey shall establish a baseline for construction purposes for pipeline work equal to or greater than 500-feet in length. The line will be used to define the proposed design, in terms of station and offset, and to establish the bearings for right-of-way. The survey line shall be set on 100-foot stations and shall be tied to the established aerial control. The field survey shall tie in controlling monuments within the map limits and all street centerline intersections. The ties shall be expressed in both State Plane Coordinates and as station and offset.

7. Base Map: The base map index contours shall be spaced at five feet (5') vertically and the immediate contours shall be spaced at one foot (1') contour intervals. The mapping shall include digital topographic mapping. The digital format shall be compatible with OC SAN Graphic Information System. All surface features, including those hidden from aerial view shall be incorporated into the digital mapping.

8. Plan and Profile Sheets: CONSULTANT shall prepare plan and profile sheets based upon the aerial mapping. The scale for plan and profile sheets shall be one-inch equals forty feet (1" = 40') horizontal and one inch equals four feet (1" = 4') vertical. An aerial photographic (photo strip) with the alignment shall be included. The plan view shall be separate from the photo strip. Intersections shall be adequately detailed at a scale of one-

inch equals ten feet (1" = 10') or one inch equals twenty feet (1" = 20'). Manholes and other details shall be drawn at a scale that is adequate to provide clarity and sufficient detail for construction. The pump station construction drawings shall be drafted at scales of 1/8" = 1' to 1" = 20', as adequate, to allow for sufficient detail to be shown. The basis of bearings and benchmarks shall be indicated on the drawings,

9. Survey Note Submittal: CONSULTANT shall submit digital copies of all survey notes and data used to establish vertical and horizontal control. The information submitted shall be suitable for use to establish construction controls. If additional property and/or right-of-way are required, CONSULTANT shall identify property and/or rights-of-way to be acquired. CONSULTANT shall prepare legal descriptions and plats for easements and property to be acquired during the final design phase of the project.

2.3.3 GEOTECHNICAL INVESTIGATION

A. CONSULTANT shall secure the services of a qualified Geotechnical Engineering firm to prepare a Geotechnical Data Report that addresses geotechnical concerns for all applicable Project Elements of the project Scope of Work

B. Soil Explorations

1. The geotechnical services shall include exploratory work such as soil borings necessary to observe, test, classify soils, and monitor groundwater levels and potential groundwater pollutants of concern.

2. The number and spacing of borings shall be based on the geotechnical professional's interpretation of needs and recommendation; however, a maximum of five hundred feet (500') shall be allowed between pipeline alignment borings along a pipeline alignment.

a. If unexpected or unique soils are encountered, an adequate number of borings shall be taken to try and define the limits of the anomaly.

3. The depth of the borings shall be adequate to characterize the soils to a depth of at least five feet below the bottom of an excavation or any proposed sewer invert elevation. At least two borings shall extend ten (10) feet below the proposed excavation bottom or sewer invert. CONSULTANT shall convert the deeper two borings to groundwater monitoring wells.

4. The proposal shall include five borings as well as a unit price allowance per boring in the proposal base price. Based on the actual number of borings performed in the project as determined and agreed upon by CONSULTANT and OC SAN, OC SAN will pay the final price in accordance with the per-unit allowance in the CONSULTANT's proposal.

C. Soil Sampling

1. Soil samples for testing shall be collected as needed based upon CONSULTANT's professional judgment. However, samples intervals shall not exceed two-foot depth intervals alternating SPT and RING samples in each boring. If borings are taken near existing sewers, samples shall be taken and delivered to OC SAN for testing for coliforms to determine if sewers are leaking.

D. Ground Water Well Abandonment

1. Provide a complete specification for the abandonment of wells for areas where aquifers could be compromised. Potential abandonment methods for deep penetrations might consist of over drilling and fill with cement-bentonite grout slurry, or deep pressure grouting to create a concrete seal.

E. Groundwater Contamination Testing

1. Perform two complete lab analysis for all pollutants regulated under OC SAN Local Discharge Limits (see page 33 of [OC SAN's Wastewater Discharge Regulations Ordinance No. 53](#)).

F. Soil Exploration Locations

1. The location of all soil explorations shall be plotted on a map and attached to the Geotechnical Report. Preferably, the explorations shall include survey coordinates consistent with the project survey. Complete logs of the soil profiles shall be included in the report.
2. Explorations shall be located strategically within the footprint of the proposed excavation or on the centerline of proposed pipeline alignments. A total of two borings shall be cased and converted into water level monitoring wells for use during construction according to local agency requirements. CONSULTANT shall obtain all necessary permits for the installation of monitoring wells. The CONSULTANT shall provide requirements within bid package for abandonment of wells as part of the final construction effort. .
3. Work conducted within OC SAN's treatment plants shall comply with the requirements of the OC SAN Stormwater Management Plan. Work conducted outside OC SAN's treatment plant shall comply with the requirements of the local jurisdiction.

2.3.4 UTILITY INVESTIGATION

A. To better manage the risks associated with construction excavation, CONSULTANT shall perform a thorough search of all utilities impacted by the work for all applicable Project Elements of this Scope of Work, regardless of size and all other facilities above or below ground. Utilities include all utility company-owned and public agency-owned piping, duct banks, and other interferences. The search shall include utilities within the public right-of-way, and those located on private property and OC SAN property impacted by the proposed project. The search shall include the records and plans of OC SAN and all respective public and private companies and utilities.

B. Review of OC SAN Records

1. OC SAN's "As-built/Record" plans may be incomplete or inaccurate with respect to the routing of individual utilities, pipelines, etc. in the vicinity of the project. CONSULTANT shall check OC SAN records against those of the other agencies, companies, and utilities. These may include, but not be limited to, oil, gas, fuel, water, and sewer pipelines, traffic control facilities, telephone and electrical conduit and duct banks, storm drains, manholes, and other structures.

C. Review of Outside Agency Records

1. CONSULTANT shall contact, in writing, all jurisdictional agencies and utility owners to inform them of OC SAN's project. CONSULTANT shall request plans showing all the agency's or utility's facilities, pipelines, etc. in the project area. CONSULTANT shall also request plans and schedules for all proposed construction in the project areas. CONSULTANT shall develop a schedule to minimize project conflicts and/or coordinate OC SAN projects with local agencies.
2. CONSULTANT shall personally visit each agency/company and search through all available plans, files, and documents. CONSULTANT shall meet with applicable field staff from each agency to confirm the completeness of their research. Abandoned utilities shall also be considered.
3. CONSULTANT shall document the contacts and information requested and received, including that from Underground Service Alert (USA). OC SAN shall be copied on all correspondence between CONSULTANT and public and private agencies, and utility companies. CONSULTANT shall submit a copy of all documentation to OC SAN with an itemized submittal letter. CONSULTANT's Project Manager shall sign the transmittal cover letter and the cover letter shall confirm that CONSULTANT has sent a representative to each agency/company/utility, performed on-site inspections for each utility, and has listed the utilities.

4. CONSULTANT shall contact USA and request a Substructure listing for the project area.

D. On-Site Inspection

1. An on-site inspection shall be made in the project area. 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 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 available utility plans.

E. Utilities for Adjacent Properties

1. CONSULTANT shall investigate all utilities serving properties adjacent to the work, and submit a spreadsheet at the end of the utility research accounting for all anticipated utilities for OC SAN review, with the following information:

- a. List all utilities anticipated or each adjacent property.
- b. Indicate whether or not each such utility was found on as-built drawings of any agency, with an identification of the agencies identifying such utility.
- c. Indicate whether or not the utility was field located by utility through USA process, and, if so, by which agency.

F. CONSULTANT shall provide all required stamped traffic control plans as part of the encroachment application process required by all cities for use during the geophysical investigations, potholing, geotechnical borings and field investigations.

G. Subsurface Utility Investigations

1. Investigation of existing utilities shall be in accordance with the respective ASCE guidelines, except as amended by this Scope of Work. A brief description of the ASCE guidelines defines the Quality Level of detail for researching subsurface utilities as follows:

- a. **Quality Level D:** Information derived from existing records or oral recollections.
- b. **Quality Level C:** Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.
- c. **Quality Level B:** Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate position of subsurface utilities. Quality Level B data shall be reproducible by surface geophysics, such as ground penetrating radar, at any point of their depiction. This information is surveyed to applicable tolerances and reduced onto plan documents.
- d. **Quality Level A:** Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed subsurface and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on the plan documents. Accuracy is typically set to 15-mm vertical and to applicable horizontal survey and mapping accuracy.

2. Refer to CI/ASCE 38-02, Standard Guidelines for Collection and Depiction of Existing Subsurface Utility Data for details.

3. CONSULTANT shall determine all utilities impacted by the work for all applicable Project Elements of this Scope of Work. Utilities include utility company-owned, and public agency-owned piping, duct banks, and other interferences. All utilities encountered during the preliminary design shall be shown on the plans.

4. Subsurface investigation for all utilities in and around the work area shall be performed to Quality Level D and Quality Level C. All utilities shall be plotted both in plan and profile on a scaled drawing that can later be incorporated into scaled (1" = 40') plan drawings.
5. CONSULTANT shall submit, for acceptance by OC SAN, recommendations on which utilities should be investigated to Quality Level A and where Quality Level B investigations should be performed. As part of the submittal, a Potholing Plan and Geophysical Investigation Plan shall be developed including proposed pothole locations and type of geophysical investigation.
6. Prior to OC SAN's acceptance of the Potholing Plan/Geophysical Investigation Plan, a project field walk by the CONSULTANT Project Manager, OC SAN Project Engineer, Supervising Inspector, and other designated OC SAN personnel shall be performed.

H. Potholes and Geophysical Investigation

1. CONSULTANT shall secure the services of a subcontractor to perform the pothole work and geophysical investigation (including ground-penetrating radar).
2. CONSULTANT shall "pothole" and perform geophysical investigation on all utilities described and shown in the accepted Potholing Plan/Geophysical Investigation Plan. CONSULTANT's staff shall be on-site during potholing to provide direction to potholing crew. OC SAN staff shall also be present during potholing. Field investigations include visiting the project work site and each utility to verify the location of all interferences.
3. CONSULTANT shall provide all the related work necessary, including, but not limited to:
 - a. Documentation of information
 - b. Notification of USA's "Dig Alert"
 - c. Providing field survey
 - d. Obtaining required permits
 - e. Submission of traffic control plans
 - f. Setting up traffic control
 - g. Soft dig potholing
 - h. Ground-penetrating radar
 - i. Excavating
 - j. Backfilling
 - k. Repairing pavement to local jurisdiction requirements
4. "Soft" excavation potholing methods such as vacuum extraction is preferred; however, excavation methods shall be chosen to adequately define the utility. Crosscut trenches may be preferred for defining some utility locations. Hydro-jetting soft dig should be avoided in sandy, wet, and contaminated soil conditions.
5. Potholing subcontractor shall measure and document the depth of pavement and of base material at each pothole, and every five feet along crosscut trenches.
6. Work conducted within OC SAN's treatment plants shall comply with the requirements of the OC SAN Stormwater Management Plan. Work conducted outside OC SAN's treatment plant shall comply with the requirements of the local jurisdiction.
7. CONSULTANT shall provide a licensed land surveyor or hire a licensed survey subcontractor(s) to field-locate the actual horizontal and vertical location of the constructed potholes. Survey controls shall be set and coordinated with the survey controls used on previous construction drawings. City and County control points shall be checked; northing, easting and elevation data for each pothole shall be shown on the Contract Drawings; and

physical tie-ins provided in order to easily re-establish pothole locations after construction. CONSULTANT shall supply and supervise survey work and subcontractors needed to perform the pothole work. Survey datum differences shall also be reconciled.

8. The results of potholing and geophysical efforts shall be summarized in a field findings report.

9. CONSULTANT shall backfill and repair potholes consistent with the requirements of the local jurisdiction. If CONSULTANT is unable to determine local jurisdiction requirements prior to the proposal, CONSULTANT shall assume the following requirements:

- a. The materials removed from the excavation may not be used for backfill, unless approved by the local jurisdiction. If approved, excavated material used to fill potholes shall be placed with a maximum lift thickness of four inches and mechanically compacted.
- b. If not approved, the CONSULTANT shall be responsible for hauling off and disposing of excavated pothole material. In this case, excavation holes shall be filled with a cement slurry mix from the bottom up. The excavated materials shall be tested for hazardous materials and disposed of offsite accordingly. Testing shall be the minimum required for classifying the materials. The potholing samples shall be tested by a California Environmental Laboratory Accreditation Program (ELAP) certified laboratory to identify characteristics of hazardous waste. A substance shall be considered hazardous if it possesses properties of toxicity, ignitability, corrosivity and/or reactivity per California Code of Regulations Title 22, Section 66261. In addition, Minimum the laboratory testing shall include an on-site Organic Vapor Analyzer (OVA) test for potential hydrocarbon contaminants. Should the OVA reading be equal to or greater than 45 ppm, further laboratory Minimum testing shall be performed to include Benzene, Toluene, Ethyl Benzene, and Xylene (BTEX) test per EPA guideline 8020 and Total Hydrocarbons (TPH) tests per EPA guideline. should the OVA reading be equal to or greater than 45 ppm.
- c. AC pavement shall be replaced to full depth or the structural section (AC & Base) plus two inches with hot mix asphalt unless otherwise required by the City. Cold mix shall only be allowed when the patch is replaced by the project and where approved by the City.
- d. Concrete pavement shall be replaced to full depth plus two inches with Portland cement unless otherwise required by the City.
- e. Potholes with core hole 12" in diameter or less will be patched with a multi-component, super-plastized, lime cement mortar specifically engineered and designed for bonding cement and asphalt cores back into the original substrate.

I. Quantitative Assumptions

1. CONSULTANT's fee proposal shall include a cost for potholes and unit cost for additional potholes. The cost shall provide for a minimum of 30 potholes during preliminary design and 0 potholes during final design.
2. CONSULTANT's fee proposal shall include a cost for geophysical investigation using ground penetrating radar. The cost shall provide for a minimum of 10,000 square feet during preliminary design and shall follow the alignment of the proposed air jumpers and footprint of the proposed new manhole.

J. Depiction of Utilities and Potholes on Plans

1. All utilities encountered during the preliminary design shall be shown on the Plans. Project work that requires other agencies to relocate existing utilities shall be coordinated during the design by CONSULTANT. Each subsurface utility shown on the drawings shall include the Quality Level to which it was investigated as required by CI/ASCE 38-02. Pothole locations shall be shown on drawings with survey information.

K. Relocation of Existing Utilities

1. Project work that requires other agencies to relocate existing utilities shall be coordinated during design by CONSULTANT.

2.3.5 PUBLIC RELATIONS

A. OC SAN's Public Affairs Office (PAO) has an outreach consultant that will conduct all public outreach activities required during preliminary and design phases.

B. OC SAN's Public Affairs Office (PAO) will share with the public the general scope of the project during design, construction impacts for design and construction activities and the project's progress. The CONSULTANT shall provide project information as needed to support OC SAN's outreach effort and attend up to four workshops, two hours each to discuss design alternatives to minimize public impacts.

C. Stakeholders that will require early coordination include but not limited to:

1. **Buena Park Jr. High School**
2. **Sunny Hills Pre School**
3. **Hampton Inn & Suites**
4. **Carmax**
5. **N/B Santa Ana Fwy 5, On/Off ramp**
6. **Buena Park**
7. **La Palma**
8. **Metrolink Station**
9. **Fullerton Municipal Airport.**

2.3.6 SPECIALTY SERVICE

A. Flow Monitoring

1. CONSULTANT shall perform flow monitoring. Assume three locations. The flow measurements (five-minute intervals) shall be made continuously within the wet season from October 15th to April 15th and shall capture at least two weeks during dry weather conditions and at least two weeks during dry weather with modified diversion settings. CONSULTANT shall be responsible for all aspects required for accurate flow monitoring including but not limited to permits, confined space entry, manhole repairs if liner is damaged or penetrated, traffic plans and control (to set and retrieve monitors), materials, labor, and equipment. Flow monitoring equipment shall be an area-velocity type that is installed via a circular band within the sewer pipe. The unit shall be capable of measuring flows in normal and surcharged conditions. CONSULTANT may also choose to retain and pay for a flow monitoring company to perform such services. The flow patterns and flows shall be used to verify flows calculated in the hydraulic model based upon land use and to calibrate the model. Assume each flow monitor will need to be removed and re-installed two times to facilitate cleaning.
2. Flows: CONSULTANT shall project future flow (based on measured flow). Flow projections shall be for 2040. Projections shall include minimum, average, and peak flows for dry and wet weather conditions. Flow calculations shall be consistent with methods used in the master plan and hydraulic model (PS15-08). Discrepancies in calculated flows and the hydraulic model flows shall be promptly brought to the attention of OC SAN. Concerns CONSULTANT may have regarding the hydraulic model, based

upon CONSULTANT's experience or observations shall be promptly brought to the attention of OC SAN.

3. Hydraulic modeling is required to determine the bypass flow and recommended diversion settings for each bypass. Hydraulic modeling will be required to determine maximum acceptable liner thicknesses of each segment of pipeline.

B. Sonar

1. CONSULTANT shall perform a sonar investigation of the pipeline to determine amount of debris and condition of pipeline.

2. CONSULTANT shall provide all required stamped traffic control plans as part of the encroachment application process required by all cities for use during the sonar investigations.

C. Noise

1. CONSULTANT shall secure the services of a Subconsultant to prepare a field finding Noise Report. This report shall include the following:

- a. Visit site and conduct ambient noise measurements to establish baseline.
- b. Identify external sources of noise.
- c. Identify potential methods for defining noise impacts.
- d. Develop noise model consistent with noise impact assessment methods.
- e. Determine exterior noise levels and compliance with assessment standards.
- f. If required, develop mitigation measures to meet design standards.
- g. Determine compliance with OSHA's regulations.
- h. If needed, determine mitigation measures to meet OSHA's requirements.
- i. Prepare written report on findings and recommendations.

D. Assessments and Evaluations

1. Pipeline:

- a. Review available CCTV of all pipe segments to determine the extent of damage.
- b. The rehabilitation alternatives and recommendations shall be provided with the Collections Rehabilitation Alternatives Design Memo.

2. Manhole:

- a. Review CCTV of all forty-three manholes to determine the extent of structural rebuilding at each manhole.
- b. Develop a matrix, including the cost estimate, summarizing the recommended rehabilitation at each manhole. Develop details for all recommendations. The matrix shall be provided with the Collections Rehabilitation Alternatives Design Memo.

2.3.7 VALUE ENGINEERING ASSISTANCE (NOT USED)

2.3.8 ENVIRONMENTAL DOCUMENTATION

A. OC SAN will process a Notice of Exemption to be applied to this project.

B. CONSULTANT services related to Environmental Documentation may span across Phase 2 – Preliminary Design and Phase 3 - Design. When such services are required, they shall be based on the requirements of Section III – Project Schedule and based on the following requirements. The CONSULTANT shall allocate the budgeted hours between the Environmental Documentation services in Phase 2 and Phase 3 based on when these services will be required. CONSULTANT

shall review existing Programmatic Environmental Impact Report and existing Mitigation, Monitoring, and Reporting Program (MMRP) to determine appropriate mitigation measures to be applied to this project. Development of a new MMRP is not included in this scope of work.

2.3.9 PERMITTING ASSISTANCE

A. CONSULTANT services related to Permitting Assistance may span across Phase 2 – Preliminary Design and Phase 3 - Design. When such services are required, 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 Permitting Assistance 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. CONSULTANT shall meet with all agencies during Preliminary Design to present conceptual traffic control and design drawings and receive input prior to submitting for permits.

G. CONSULTANT shall submit for all permits by DS-2.

H. City/County Encroachment Permits

1. City of Buena Park
2. City of La Palma
3. County of Orange (Flood District)
4. Caltrans
5. The CONSULTANT shall assume eight meetings one hour each.

I. Stormwater Permitting

1. CONSULTANT shall determine the required stormwater permit.
2. If a SWPPP is required, CONSULTANT shall determine and specify the preliminary Risk Level and Project Type using the California State Water Resources Control Board's Storm Water Multiple Application and Report Tracking System (SMARTS) based on the R-Factor obtained from US EPA's online Rainfall Erosivity Factor Calculator for Small Construction Sites.
3. CONSULTANT shall prepare the specification for stormwater using OC SAN's respective master specification as a starting point. If a SWPPP is required, CONSULTANT shall not begin work on editing the specification until OC SAN has approved the CONSULTANT's preliminary Risk Level and Project Type.

4. If a SWPPP is required, it is OC SAN's intent to design linear underground/overhead projects (LUP) to LUP Type 2 requirements, whenever possible, which is often the most economical approach. CONSULTANT shall coordinate with the OC SAN Project Manager and OC SAN Environmental Compliance Division and edit Stormwater Pollution Prevention Plan specifications accordingly.

J. Railroad Permits

1. Crossing Permit
2. Encroachment Permit
3. Right of Entry/Temporary Use of Railroad Property (if required)
4. Assume five meetings at two hours each.

2.3.10 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. Assume 10 pages, not including attachments.

C. Project Logs

Major Decision Log

Project Decision Log

Action Item Log

Decision Issues Log

Meeting Log

Risk Management Log

D. Progress Report, Status of Cost Model

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, except those listed above.
3158	Environmental Documentation	Task 2.3.8

Work Package	Description	Tasks
3250	CONSULTANT Services During Design	Tasks 3.1, 3.2, and 3.3
3251	Design Submittal 1	Tasks 3.0 through 3.1, 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

2.3.11 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: two hours. (held two weeks prior to draft PDR at OC SAN)

1. The Preliminary Design Risk Management Workshop shall be planned and scheduled for a duration of **three** hours and will be held at OC SAN offices.

2.3.12 QUALITY CONTROL

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

2.4 PDR WORKSHOPS AND MEETINGS

2.4.1 GENERAL

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

2.4.2 PDR PRODUCTION WORKSHOPS

A. Predesign Kickoff Workshop

1. A one-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 project progress during PDR Production. The subjects to be covered in each workshop are discussed below. Each workshop shall be 2 hours in length.

PDR PRODUCTION WORKSHOPS	
TOPIC	NUMBER OF WORKSHOPS
PDR Production Kickoff	1
PDR Production Workshops	

PDR PRODUCTION WORKSHOPS	
TOPIC	NUMBER OF WORKSHOPS
Bypassing/Hydraulic Analysis	1
Basis of Design	1
Utility Investigations and Geotechnical	1
Public Impacts	1
Traffic Control	1
Permit Requirements	1
Environmental, Stormwater and Regulatory Requirements	1
Implementation Plan and Sequencing Constraints ¹	2

2.4.3 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. Design Memo Validation Meetings (assume twelve one-hour meetings). CONSUTANT shall review responses to OC SAN comments.
2. Draft PDR Presentation Workshop
3. Draft PDR Review Workshop
4. PDR Validation Workshop

2.4.4 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. Some of the subjects that shall be covered in this workshop include the following: conflicts between design disciplines, geotechnical considerations, construction sequencing, power outages, equipment shutdowns, viability of equipment relocation, safety, operational requirements, access for maintenance, size-critical equipment requirements and constraints, permitting, public nuisance issues, other local conditions and constraints.

B. This workshop shall be held at OC SAN facilities and shall generally be three 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 the Implementation Plan Design Memo and the Bid Documents.

2.4.5 TECHNICAL PROGRESS MEETINGS

A. Technical Progress Meetings shall be held every four weeks to review various issues with OC SAN's project team. 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.

2.4.6 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. Site survey
2. Site meetings (traffic, site walk, cleaning, etc.).
3. Site utility coordination
4. Geotechnical report
5. Quality control plan
6. Hydraulics and Hydraulic Modeling (several meetings as necessary)
7. Permits
8. OC SAN's Contractor Safety Standards, confined space and other safety requirements
9. City requirements
10. Survey and geotechnical requirements (including potentially contaminated soil)
11. Potholing
12. Utilities and utility tie-ins
13. Bypass Pumping (several meetings as necessary)
14. Construction sequencing
15. Safety
16. Special studies (including sonar, noise and flow monitoring)
17. Coordination with other projects
18. Additional meetings as necessary

B. Meeting lengths shall be as required to cover the topic in question. Depending on the 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.

C. Assume five two-hour remote focused meetings and two in-person four-hour meetings (site visits) during preliminary design.

2.4.7 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
3-64	Rehabilitation of Western Regional Sewers	1 meetings @ 1 hours

2.4.8 STORMWATER COMPLIANCE MEETING

A. A formal meeting shall be held with OC SAN's stormwater compliance staff to review the project scope and identify all issues during and after construction affecting compliance with stormwater regulatory requirements and OC SAN's policies and practices.

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; drawings; cable, conduit and cable tray schedules; commissioning plan materials; equipment and instrumentation database (EID); SCADA Administration Tool (SAT); and bypassing plans.

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 for Collections
- Permits
- Environmental Restrictions and Controls
- Measurement and Payment (includes Mobilization/Demobilization)
- Contractors Construction Schedule and Reports
- Seismic Design Criteria (for those restraints, supports, etc. to be design by the Contractor)
- Shipping, Storage and Handling
- Traffic Control
- Contractor and Engineer's Field Offices
- Project Control Management System (PMWeb construction management software)
- Equipment Service Manuals
- Equipment and Instrument Database (EID)
- Commissioning
- Training of OC SAN Personnel
- 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 eliminated, 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
- Final Technical Plans and Specifications

B. Continuing Work After Design Submittal Submission

CONSULTANT is expected to **continue design work** on the project while OC SAN staff reviews Design Submittal 1 and Design Submittal 2. For Design Submittal 3, CONSULTANT shall stop all design work until receipt of OC SAN comments on that submittal.

CONSULTANT is expected to **stop design work** on the project until OC SAN staff completes the review of each Design Submittal.

3.0.5 CONSTRUCTION SUBMITTAL ITEMS LIST

OC SAN will develop the Construction Submittal Items List in accordance with **Exhibit 2 - Design Requirements.**

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

3.0.6 TEMPORARY FACILITIES DURING CONSTRUCTION

Temporary facilities and bypass pumping are not required.

Temporary facilities and bypassing during construction are required, as described under the “Temporary Facilities During Construction” paragraph under the Project Elements and shall be described in words on the drawings and technical specifications.

Detailed plans and work sequence for temporary facilities and bypassing 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. CEQA and Regulatory Compliance Matrix. This matrix shall list each applicable CEQA mitigation requirement and all known permit requirements with the corresponding description of how each requirement is to be satisfied. Measures to satisfy requirements might be in the GRs, Additional GRs, particular specification requirements, or actions taken separately from the construction contract.
 - d. Calculations
 - e. Draft or final Geotechnical Reports not submitted in the previous submittal and those revised since the previous submittal.
 - f. Proposed list of suppliers to be named in the specifications for major equipment
 - g. Draft or final Field Findings Reports not submitted in the previous submittal and those revised since the previous submittal.

h. All memos that may have been 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 EASEMENTS, PROPERTY BOUNDARIES AND WORK AREA LIMITS

A. CONSULTANT services related to Easements, Property Boundaries and Work Area Limits 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.

3.2.2 TOPOGRAPHIC SURVEY

A. CONSULTANT services related to Topographic Survey 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.

3.2.3 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, the CONSULTANT shall meet with outside agencies to verify any changes made by the agency during the final design period and compare them with the Contract Drawings. CONSULTANT shall follow through with due diligence on utilities that do not participate in the USA program, unknown owner of a facility and/or abandoned utilities.

2. During DS3 submittal review, an on-site inspection shall be made in the project area. 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.

3.2.4 TRAFFIC CONTROL SERVICES

A. CONSULTANT shall determine traffic control requirements and prepare plans and specifications for all construction activities performed within or adjacent to the public ROW. The traffic control plans shall be approved by the AHJ by FDS. Additionally, the Traffic Control designer shall attend City and OC SAN Submittal review meetings, workshops, validation meetings and focus meetings, as needed.

3.2.5 PUBLIC RELATIONS (NOT USED)

3.2.6 SPECIALTY SERVICE

A. CONSULTANT services related to Sonar 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.

3.2.7 ENVIRONMENTAL DOCUMENTATION

A. CONSULTANT services related to Environmental Documentation on the project are specified in Phase 2 – Preliminary Design and those services shall continue during Phase 3 - Design. The

CONSULTANT shall allocate the budgeted hours between the Environmental Documentation services in Phase 2 and Phase 3 based on when these services will be required.

3.2.8 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.

3.2.9 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.

3.2.10 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 at OC SAN)

DS2 Risk Workshops: 1 hour (held during OC SAN's review of DS2 at OC SAN)

DS3 Risk Workshop: 2 hours (held during OC SAN's review of DS3 at OC SAN)

3.2.11 QUALITY CONTROL

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

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	2 hours
Design Review Meetings	2 hours per discipline
Design Validation Meeting	2 hours

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

1. Civil/Yard

2. Construction

- C. A single workshop shall be provided for the Design Review Meetings
- D. During final design, design review and validation workshops shall be held after each design submittal, except FDS.

3.3.3 DS2 CONSTRUCTABILITY WORKSHOP

- A. A constructability workshop shall be held during DS2 submittal review and shall be a 3-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 three 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. Size critical equipment requirements and constraints
 - 5. Utility company requirements
 - 6. Construction methods and mitigating impacts
 - 7. Viability of equipment relocation
 - 8. Operational requirements
 - 9. Interim Control Plan
 - 10. Access for maintenance
 - 11. Access to make proper connections

12. User-friendliness and safety
13. Coordination with other projects
14. Draft Commissioning Plan
15. Public nuisance issues
16. Risk sharing
17. Construction sequencing and schedule, materials storage, and work zone accessibility
18. Clarity of the scope of work, and interface activities
19. Impacts on existing operation
20. Access
21. Cost control
22. Partnering with contractor
23. 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 OCSD.

3.3.4 DESIGN PHASE MEETINGS

A. Technical Progress Meetings

1. Technical Progress Meetings shall be held every four weeks for two hours to review various issues with OC SAN's project team. A total of **fifteen** meetings 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 preliminary design to discuss specific issues in detail and generate comments and direction from OC SAN staff. Assume one-hour virtual weekly meetings unless noted otherwise. The following tentative list of topics may be covered in these meetings:

- a. Site survey

- b. Site meetings (traffic, site walk, public outreach, cleaning, etc.). Assume five two-hour in person meetings.
- c. Site utility coordination
- d. Geotechnical report
- e. Quality control plan
- f. Common names for facilities
- g. Hydraulics and Hydraulic Modeling
- h. Process Flow diagram/Operating Philosophy (several meetings as needed)
- i. Permits
- j. Confined space and other safety requirements
- k. Survey and geotechnical requirements
- l. Potholing
- m. Hazardous Area classification (with OC SAN Authority Having Jurisdiction representative participating)
- n. Utilities and utility tie-ins
- o. Technical Definitions/equipment data sheets
- p. Bypassing (several meetings as necessary)
- q. Construction sequencing
- r. Special studies (including sonar, noise and flow monitoring)
- s. Coordination with other projects
- t. Additional meetings as necessary

2. Each meeting shall generally be two-four 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 CONSULTANT OFFICE TECHNICAL MEETINGS (COTMS)

A. OC SAN has found it mutually beneficial to visit the CONSULTANT offices from time to time to observe the detailed design in process, answer detailed technical questions, and establish lines of communications with CONSULTANT staff. During the Design Phase, CONSULTANT shall arrange for OC SAN staff to meet in CONSULTANT's work center and audit "over the shoulder" design reviews with CONSULTANT's staff. The reviews will be monitored by a member of CONSULTANT's Management Team. Signification decisions will be reported to Consultants Project Manager and OC SAN's Project Manager and logged into the Decision Log. Action items will be identified.

B. The CONSULTANT shall schedule, at a minimum, the following CONSULTANT Office Technical Meetings (COTMs):

- 1. Two two-hour visits to review the CONSULTANT Implementation of QA, including CAD standards.
- 2. Two-hour visits for Constructability workshop at DS2 and DS3.

C. The CONSULTANT shall schedule each of the above COTMs and shall coordinate with OC SAN's Project Manager to be sure the correct personnel participate in the meetings. The

CONSULTANT may propose additional, eliminate, or combine COTMs as needed to support the detailed design.

D. OC SAN may also request additional “over the shoulder” design review meetings to audit the design in other areas not listed above.

3.3.6 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
3-64	Rehabilitation of Western Regional Sewers	1 meeting @ 1 hour

3.3.7 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.

3.3.8 CONSTRUCTION SUBMITTAL ITEMS LIST MEETING

A. One 2-hour meeting with OC SAN between DS2 and DS3 to review the CONSULTANT’s approach to developing the project Construction Submittal Items List using the CONSULTANT-provided specifications and discuss the grouping of submittals in commissioning packages and phases. A one-hour meeting with OC SAN between DS3 and FDS to review the Construction Submittal Items List.

3.3.9 STORMWATER COMPLIANCE MEETING

A. A one-hour meeting shall be held with OC SAN’s stormwater compliance staff to review the project scope and identify all issues during and after construction affecting compliance with stormwater regulatory requirements and OC SAN’s policies and practices.

3.3.10 RESOURCE PROTECTION MEETING

A. A one-hour meeting shall be held with OC SAN’s Resource Protection Division staff to discuss the Permit Application for Authorization to Discharge to the OC SAN sewer system.

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. Prepare responses during questions and answer period.

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 **four** 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

B. **Exhibit 17 - OC SAN Engineering Design Guidelines and Standards** 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. 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. See Exhibit 7 Design Submittal Requirements Matrix.

J. The CONSULTANT shall not begin editing the project specifications until CONSULTANT has downloaded the most recently published versions from the OC SAN website.

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:

1. Windows Professional
2. Esri software (fGDB, pGDB or shapefile formats)
3. Microsoft Internet Explorer
4. Autodesk software (AutoCAD, AutoCAD Map3D or compatible dwg file format)
5. Microsoft Office, including MS Teams
6. Maximo
7. Bluebeam Revu eXtreme
8. Primavera P6 for scheduling
9. Innovyze ICM Hydraulic Model
10. Database software as defined elsewhere in the project Scope of Work

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 GIS SUBMITTALS

A. CONSULTANT shall provide the following GIS deliverables propagated from approved design submittals after the design submittal is accepted. These GIS submittals will not be reviewed or presented by CONSULTANT. The purpose is to provide project specific GIS layers that could be used to visualize interproject dependencies and conflicts.

- 1. Electronic Submittal
 - a. Kmz files for use with Google Earth
- 2. Final PDR
 - a. Single project boundary (Polygon)
 - (1) Boundary to encompass all new facilities and existing to be modified including:
 - Buildings\Structures
 - Tunnels
 - Utilities
 - Pavement
 - Street boundary (ROW to ROW) of possible alignment
 - b. Structures (Polygon)
 - New structure outline
 - Additions to existing structures
 - Structure label
- 3. DS1
 - a. Project boundary - *updated from PDR*
 - b. Structures - *updated from PDR*
 - c. Utilities (Polyline)

- (1) Utility alignment
- d. Manholes (Point)
- e. Excavation of pits (Polygon)
 - (1) Pits that will stay open for extended duration
 - (2) CIPP
 - (3) Tunnel - jacking and receiving
 - (4) All pits should be labeled
- 4. DS2, DS3, and FDS
 - a. Project boundary - updated from previous DS
 - b. Structures - updated from previous DS
 - c. Utilities - updated from previous DS
 - d. Manholes - updated from previous DS
 - e. Excavation of pits - updated from previous DS
 - f. Critical (as defined by Dig Alert) utility crossings (Point)
 - (1) Crossing of Dig Alert critical utilities
 - (2) Critical utility label
 - Natural gas
 - Fuel pipeline
 - 12 kV Electrical
 - g. Asphalt (Polygon)
 - (1) Asphalt to be replaced

7.0.10 PMWEB PROCEDURES

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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

7.0.11 CONSULTANT TRAINING

A. The CONSULTANT shall attend the following OC SAN training before starting any design:

- a. CAD Training: 2 hours
- b. Bluebeam Training/Refresher for Design Submittal Comments: 2 hours

8. PROJECT-SPECIFIC DEVIATIONS FROM OC SAN DESIGN GUIDELINES (NOT USED)

9. STAFF ASSISTANCE

OC SAN staff member or designee assigned to work with CONSULTANT on the design of this project is **Cindy Murra** at (714) 593-7327 e-mail to: cmurra@ocsan.gov

10. EXHIBITS

Exhibit 1 - PDR 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

Exhibit 7 - Design Submittal Requirements Matrix

Exhibit 8 - Schedule Calculation

Exhibit 9 - Deliverables Quantities

Exhibit 10a - Sample Construction Estimate Format-Sample 1

Exhibit 10b - Sample Construction Cost Estimate Format -Sample 2-4

Exhibit 11 - Sample Full Project Safety Review Plan

Exhibit 12 - Sample Risk Management Check List

Exhibit 13 – NOT USED

Exhibit 14 - Bluebeam Designer Training for Submission

Exhibit 15 - Bluebeam Designer User Training

Exhibit 16 - Spec Review using Microsoft Word and Teams

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

Exhibit 18 - NOT USED

Exhibit 19 - Project Reference Material

- **Project No. 3-4A**
- **Project No. 3-4B**
- **Project No. 3-7**
- **Project No. 3-16**
- **Project No. 3-20-3**
- **Project No. 3-20-4**
- **Project No. 3-38-1**
- **CCTV Inspection Reports**
- **Manholes List Page 1**
- **Manholes List Page 2**
- **Manholes List Page 3**
- **Pipe Segments**

Exhibit 20 - NOT USED

Exhibit 21 - NOT USED

Exhibit 22 - NOT USED

Exhibit 23 - NOT USED

Exhibit 24 - NOT USED

Exhibit 25 - NOT USED

Exhibit 26 - NOT USED

Exhibit 27 - NOT USED

Exhibit 28 - NOT USED

CM:YD:tk

EXHIBITS

Exhibits to Attachment “A” Scope of Work are considered reference material and were previously provided as part of the Request for Proposals package.

Knott-Miller Holder Artesia Branch Rehabilitation Project No. 3-60

Presented by:
Valerie Ratto
Engineering
Supervisor

Operations
Committee
September 6, 2023

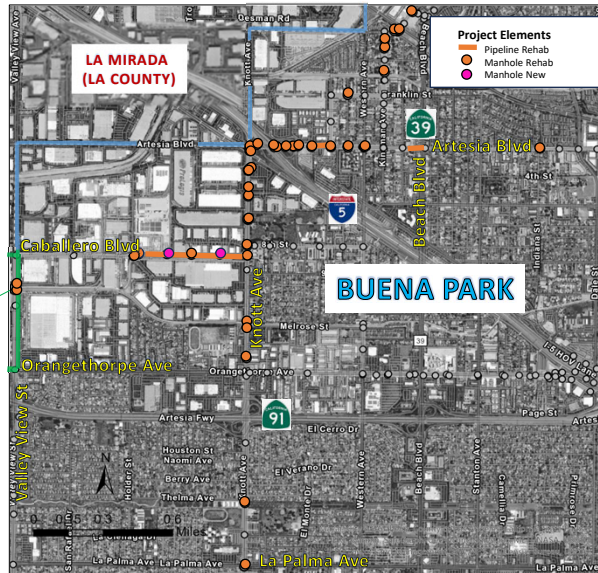
Consultant Design Award



1

Project
Location:
Buena Park
and
La Palma


LA PALMA



2


2

Reason for the Project



DCSD / BUENA PARK EASEMENT
MLR0520-0000 -> MLR0515-1000 21271768
Vitrified Clay Pipe Circular 42

Pipeline - CCTV



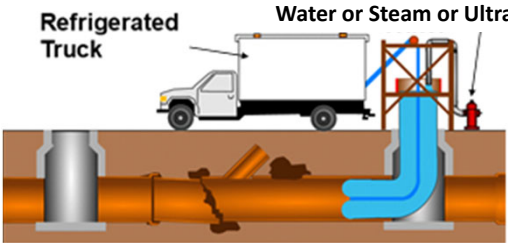
Manhole - CCTV

3

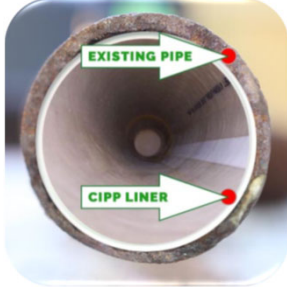
3

What is the Solution?


Refrigerated Truck




- Cured-in-place Pipe Rehabilitation (CIPP)
- Manhole Rehabilitation



BEFORE



AFTER



4

4

Reduced Scope

Legend:
 No_Work (Blue circle), Minor_Rehab (Yellow circle), Rehab (Red circle), Replace/Upgrade (Green circle), New (Purple circle)
 3-60_Sewers (Blue line), Rehab (Yellow line), Replace/Upgrade (Green line), New (Purple line)

Legend:
 No_Work (Blue circle), Minor_Rehab (Yellow circle), Rehab (Red circle), Replace/Upgrade (Green circle), New (Purple circle)
 3-60_Sewers (Blue line), Rehab (Yellow line), Replace/Upgrade (Green line), New (Purple line)

Pipe Rehabilitation: 12,100 LF
Manhole Rehabilitation: 68
New Manhole Installation: 4
Install Air Jumper: 1
Manhole Replacement: 17
Construction Cost Estimate: \$18.1M

Pipe Rehabilitation: 3,900 LF
Manhole Rehabilitation: 43
New Manhole Installation: 2
Install Air Jumper: 1
Construction Cost Estimate: \$8M

5

Selection Process

- Four proposals received
- Interviews conducted with two firms
- Dudek selected
 - Approach to implement cost saving ideas during design
 - Understanding of construction risk mitigation requirements

6

Negotiations

	Original Proposal	Negotiated
Total Hours	5,744	5,145
Total Fee	\$1,348,064	\$1,200,000

- Removed groundwater pump testing from the Scope of Work.
- Reduced the number of potholes that will be conducted.
- Reduced hours for field topographic investigation.
- Increased hours for permit coordination.
- Increased hours to include additional traffic control phasing through the intersections.

7

7

Recommendation


Recommend to the Board of Directors to:

- Approve a Professional Design Services Agreement with Dudek to provide engineering services for Knott-Miller Holder Artesia Branch Rehabilitation, Project No. 3-60, for an amount not to exceed \$1,200,000; and
- Approve a contingency of \$120,000 (10%).

8

8

Questions

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9



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-2986

Agenda Date: 9/6/2023

Agenda Item No: 13.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

EPSA STANDBY POWER GENERATOR CONTROL UPGRADES AT PLANT NO. 2, PROJECT NO. SC19-06

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for EPSA Standby Power Generator Control Upgrades at Plant No. 2, Project No. SC19-06;
- B. Award a Construction Contract to Shimmick Construction Company, Inc. for EPSA Standby Power Generator Control Upgrades at Plant No. 2, Project No. SC19-06, for a total amount not to exceed \$3,500,000; and
- C. Approve a contingency of \$350,000 (10%).

BACKGROUND

Orange County Sanitation District (OC San) uses the OOBS and the Effluent Pump Station Annex (EPSA) to pump treated effluent from Plant No. 2 to the ocean through the outfall. In 2008, OC San completed construction of the EPSA Standby Power Facility which contains three 2-megawatt (MW) diesel generators connected to a paralleling 12.47kV switchgear. The EPSA Standby Power Facility supplies emergency backup power to the OOBS and EPSA. There is an ongoing construction contract, J-117B, that is adding a fourth new 2MW diesel generator to the EPSA Standby Power Facility.

RELEVANT STANDARDS

- Comply with California Public Contract Code Section 20103.8, award construction contract to lowest responsive, responsible bidder
- Protect OC San assets

PROBLEM

The protection, control, and monitoring equipment in the EPSA Standby Power Facility is obsolete. These components consist of the generator and feeder protection relays, the digital synchronizer

load controllers, generator operator interface panel, voltage regulators, and power monitors. After a recent failure of one of the components, OC San identified that finding replacement parts to restore system functionality was extremely challenging due to obsolescence.

PROPOSED SOLUTION

Award a construction contract for EPSA Standby Power Generator Control Upgrades at Plant No. 2, Project No. SC19-06. This project will replace existing obsolete components in the EPSA Standby Power Facility.

TIMING CONCERNS

Failure of the EPSA Standby Power Facility will limit OC San’s ability to operate the OOBS and EPSA in the event of a loss of power from Southern California Edison and the Central Generation Facility. The components are obsolete and need to be replaced before further failure.

RAMIFICATIONS OF NOT TAKING ACTION

If an obsolete component fails, all or a portion of the standby generation system may not operate, resulting in the loss of the standby backup power for the OOBS and EPSA.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San advertised Project No. SC19-06 for bids on March 28, 2023 and two sealed bids were received on July 19, 2023. A summary of the bid opening follows:

Engineer’s Estimate	\$ 2,394,000
<u>Bidder</u>	<u>Amount of Bid</u>
Shimmick Construction Company, Inc.	\$ 3,500,000
LEED Electric, Inc.	\$ 3,657,000

The bids were evaluated in accordance with OC San’s policies and procedures. The un-escalated engineer’s estimate of \$2,252,143 was published in the bid documents. The escalated engineer’s estimate is included above. OC San staff met with the Contractor since the bids exceeded the Engineer’s Estimate. After meeting with Contractor to review the cost estimate, staff determined that the Engineer’s Estimate underestimated the indirect costs, project and bidding risks, and complexity of the commissioning phase. The cost of labor and materials on several items did not properly reflect the current labor market shortage and the resultant cost escalation due to that shortage, as well as continued escalation on material costs and continued material supply chain issues.

A notice was sent to all bidders on August 2, 2023, informing them of the intent of OC San staff to recommend award of the Construction Contract to Shimmick Construction Company, Inc.

Staff recommends awarding a Construction Contract to the lowest responsive and responsible bidder, Shimmick Construction Company, Inc., for a total amount not to exceed \$3,500,000.

CEQA

The project is exempt from CEQA under the Class 1 categorical exemptions set forth in California Code of Regulations Section 15301 and a Notice of Exemption will be filed with the OC Clerk-Recorder after OC San Board of Directors approval of the Construction Contract.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Year 2023-2024, Appendix A, Page 8, Operations & Maintenance Capital Program, Project No. M-SM-CAP) and the budget is sufficient for the recommended action.

ATTACHMENT

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

- Construction Contract
- Presentation

VP:tk

PART A
CONTRACT AGREEMENT

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CONTRACT AGREEMENT

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CONTRACT AGREEMENT
ORANGE COUNTY SANITATION DISTRICT

PROJECT NO. SC19-06

EPSA STANDBY POWER GENERATOR CONTROL UPGRADES AT PLANT NO. 2

THIS AGREEMENT is made and entered into, to be effective, this September 27, 2023, by and between Shimmick Construction Company, Inc., hereinafter referred to as “CONTRACTOR” and the Orange County Sanitation District, hereinafter referred to as “OC SAN”.

WITNESSETH

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

SECTION – 1 GENERAL

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

A. Contract Documents Order of Precedence

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

CONFORMED

C-CA-032023
PROJECT NO. SC19-06
EPSA STANDBY POWER GENERATOR CONTROL UPGRADES AT PLANT NO. 2

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

shape and details of construction. Specifications shall govern as to material and workmanship.

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

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

B. Definitions

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

SECTION – 2 MATERIALS AND LABOR

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

SECTION – 3 PROJECT

The Project is described as:

PROJECT NO. SC19-06

EPSA STANDBY POWER GENERATOR CONTROL UPGRADES AT PLANT NO. 2

SECTION – 4 PLANS AND SPECIFICATIONS

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

PROJECT NO. SC19-06

EPSA STANDBY POWER GENERATOR CONTROL UPGRADES AT PLANT NO. 2

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

SECTION – 5 TIME OF COMMENCEMENT AND COMPLETION

CONTRACTOR agrees to commence the Project within 15 calendar days from the date set forth in the “Notice to Proceed” sent by OC SAN, unless otherwise specified therein and shall diligently prosecute the Work to completion within eight hundred thirty (830) calendar days from the date of the “Notice to Proceed” issued by OC SAN, excluding delays caused or authorized by OC SAN as set forth in Sections 7, 8, and 9 hereof, and applicable provisions in the General Conditions. The time for completion includes twenty (20) calendar days determined by OC SAN likely to be inclement weather when CONTRACTOR will be unable to work.

SECTION – 6 TIME IS OF THE ESSENCE

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

the various portions of the Work shall be installed or the priority of the work of subcontractors, and, in general, all matters representing the timely and orderly conduct of the Work of CONTRACTOR on the premises.

SECTION – 7 EXCUSABLE DELAYS

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

SECTION – 8 EXTRA WORK

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

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

SECTION – 9 CHANGES IN PROJECT

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

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

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

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

SECTION – 10 LIQUIDATED DAMAGES FOR DELAY

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

SECTION – 11 CONTRACT PRICE AND METHOD OF PAYMENT

A. OC SAN agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in approved Change Orders, the sum of Three Million Five Hundred Thousand Dollars (\$3,500,000) as itemized on the attached Exhibit "A".

Upon satisfaction of the conditions precedent to payment set forth in the General Requirements, Additional General Requirements, and General Conditions (including but

not limited to Sections entitled “Mobilization Payment Requirements” and “Payment Itemized Breakdown of Contract Lump Sum Prices”), there shall be paid to the CONTRACTOR an initial Net Progress Payment for mobilization. OC SAN shall issue at the commencement of the job a schedule which shows:

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

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

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the ENGINEER, stating that the Work for which payment is demanded has been performed in accordance with the terms of the Contract Documents, and that the amount stated in the certificate is due under the terms of the Contract. Payment applications shall also be accompanied with all documentation, records, and releases as required by the Contract; Exhibit A, Schedule of Prices; and General Conditions, “Payment for Work – General”. The Total amount of Progress Payments shall not exceed the actual value of the Work completed as certified by OC SAN’s ENGINEER. The processing of payments shall not be considered as an acceptance of any part of the Work.

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

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

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

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

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

SECTION – 13 COMPLETION

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

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

CONFORMED

C-CA-032023
PROJECT NO. SC19-06

EPSA STANDBY POWER GENERATOR CONTROL UPGRADES AT PLANT NO. 2

SECTION – 14 CONTRACTOR’S EMPLOYEES COMPENSATION

A. Davis-Bacon Act:

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

B. General Prevailing Rate:

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

C. Forfeiture for Violation:

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

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

D. Apprentices:

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

E. Workday:

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

F. Registration; Record of Wages; Inspection:

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

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

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

SECTION – 15 SURETY BONDS

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

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

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

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

SECTION – 16 INSURANCE

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

reserves the right to amend the required limits of insurance commensurate with the CONTRACTOR's risk at any time during the course of the Project. No vehicles may enter OC SAN premises/worksite without possessing the required insurance coverage.

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

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

Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OC SAN, its or their officers, agents, or employees, and any other 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 (except for Professional Liability/Errors and Omissions coverages, if applicable) related to the Work, CONTRACTOR shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OC SAN, its or their

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

A. Limits of Insurance

1. General Liability: Five Million Dollars (\$5,000,000) per occurrence and a general aggregate limit of Ten Million Dollars (\$10,000,000) for bodily injury, personal injury and property damage. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit. Coverage shall include each of the following:
 - a. Premises-Operations.
 - b. Products and Completed Operations, with limits of at least Five Million Dollars (\$5,000,000) per occurrence and a general aggregate limit of Ten Million Dollars (\$10,000,000) which shall be in effect at all times during the warranty period set forth in the Warranty section herein, and as set forth in the General Conditions, "Warranty (CONTRACTOR's Guarantee)", plus any additional extension or continuation of time to said warranty period that may be required or authorized by said provisions. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or CG 25 04), then the aggregate limit may be equivalent to the per occurrence limit.

- c. Broad Form Property Damage, expressly including damage arising out of explosion, collapse, or underground damage.
- d. Contractual Liability, expressly including the indemnity provisions assumed under this Contract.
- e. Separation of Insured Clause, providing that coverage applies separately to each insured, except with respect to the limits of liability.
- f. Independent CONTRACTOR's Liability.

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

CONTRACTOR shall be responsible to pay any deductible or SIR.

- g. If a crane will be used, the general liability insurance will be endorsed to add Riggers Liability coverage or its equivalent to cover the usage of the crane and exposures with regard to the crane operators, riggers and others involved in using the crane.
 - h. If divers will be used, the general liability insurance will be endorsed to cover marine liability or its equivalent to cover the usage of divers.
2. Automobile Liability: The CONTRACTOR shall maintain a policy of automobile liability insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limit of liability coverage: combined single limit of One Million Dollars (\$1,000,000) for bodily injury, personal injury, and property damage.

3. Umbrella Excess Liability: The minimum limits of general liability and automobile liability insurance required, as set forth above, shall be provided for either in a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.
4. Drone Liability Insurance: If a drone will be used, drone liability insurance must be maintained by CONTRACTOR in the amount of One Million Dollars (\$1,000,000) in a form acceptable to OC SAN.
5. Workers' Compensation/Employer's Liability: CONTRACTOR shall provide such workers' compensation insurance as required by the Labor Code of the State of California, including employer's liability with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage with regard to Jones Act claims.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

1. Each such policy of general liability insurance and automobile liability insurance shall be endorsed to contain, the following provisions:

- a. OC SAN, its directors, officers, agents, consultants, and employees, and all public agencies from whom permits will be obtained, and their directors, officers, agents, and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of CONTRACTOR at or from any of the sites of OC SAN in connection with this Contract, or acts and omissions of the additional insured in connection with its general supervision or inspection of said operations related to this Contract.
 - b. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by OC SAN shall be excess only and not contributing with insurance provided under this policy.
2. Cancellation and Policy Change Notice.

The CONTRACTOR 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 CONTRACTOR is required to notify OC SAN in writing of any change in the terms of insurance, including reduction in coverage or increase in deductible/SIR, within two (2) working days of receipt of such notice or knowledge of same.

Said notices shall be mailed to OC SAN at:

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

3. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782(b).

4. If required by a public agency from whom permit(s) will be obtained, each policy of general liability insurance and automobile liability insurance shall be endorsed to specify by name the public agency and its legislative members, officers, agents, consultants, and employees, to be additional insureds.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

CONTRACTOR shall be responsible to establish insurance requirements for any Subcontractors hired by CONTRACTOR. The insurance shall be in amounts and types

reasonably sufficient to deal with the risk of loss involving the Subcontractor's operations and work. OC SAN and any public agency issuing permits for the Project must be named as "Additional Insured" on any general liability or automobile liability policy obtained by a Subcontractor. The CONTRACTOR must obtain copies and maintain current versions of all Subcontractors' policies, certificate of liability and mandatory endorsements effecting coverage. Upon request, CONTRACTOR must furnish OC SAN with the above referenced required documents.

G. Required Forms and Endorsements

1. Required ACORD Form

- | | | |
|----|--------------------------|---|
| a. | Certificate of Liability | ACORD Form 25 or other equivalent certificate of insurance form |
|----|--------------------------|---|

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

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

- | | | |
|----|---|--|
| a. | Commercial General Liability | Form CG 00 01 |
| b. | Additional Insured Including Products-Completed Operations | Form CG 20 10 and
Form 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. |
| c. | Waiver of Transfer of Rights of Recovery Against Others to Us/
Waiver of Subrogation | Form CG 24 04 |

3. Required State Compensation Insurance Fund Endorsements

- | | | |
|----|-----------------------|---|
| a. | Waiver of Subrogation | Submit workers' compensation waiver of subrogation endorsement provided by carrier for OC SAN approval. |
|----|-----------------------|---|

b. Cancellation Notice

No endorsement is required. However, CONTRACTOR is responsible for notifying OC SAN of any pending or actual insurance policy cancellation, as described in Article C.2., Cancellation and Policy Change Notice, above.

4. Additional Required Endorsements

a. Notice of Policy Termination

Manuscript Endorsement

SECTION – 17 RISK AND INDEMNIFICATION

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

SECTION – 18 TERMINATION

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

SECTION – 19 WARRANTY

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

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

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

SECTION – 20 ASSIGNMENT

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

SECTION – 21 RESOLUTION OF DISPUTES

OC SAN and the CONTRACTOR shall comply with the provisions of California Public Contract Code Section 20104 et. seq., regarding resolution of construction claims for any Claims which arise between the CONTRACTOR and OC SAN, as well as all applicable dispute and Claims provisions as set forth in the General Conditions and as otherwise required by law.

SECTION – 22 SAFETY & HEALTH

CONTRACTOR shall comply with all applicable safety and health requirements mandated by federal, state, city and/or public agency codes, permits, ordinances, regulations, and laws, as well as these Contract Documents, including but not limited to the General Requirements, Section entitled “Safety” and Exhibit B Contractor Safety Standards. OC SAN reserves the right to stop Work for violations of safety and health standards until the hazardous conditions are corrected. The right to stop Work includes the right to remove a contractor or its employees from the worksite.

[THIS SECTION INTENTIONALLY LEFT BLANK]

SECTION – 23 NOTICES

Any notice required or permitted under this Contract shall be served by personal delivery or by certified mail, return receipt requested, at the address set forth below. Unless specified elsewhere in the Contract Documents or otherwise required by law, any notice may alternatively be given by electronic telecommunication to the e-mail address set forth below. Any party whose address changes shall notify the other party in writing.

TO OC SAN: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018
Attn: Clerk of the Board
ocsanclerk@ocsan.gov

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

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

TO CONTRACTOR: W. Andrew Sloane III, Executive Vice President
Shimmick Construction Company, Inc.
530 Technology Drive, Suite 300
Irvine, CA 92618
asloane@shimmick.com

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

CONTRACTOR: Shimmick Construction Company, Inc.
530 Technology Drive, Suite 300
Irvine, CA 92618

By _____ Date _____

Printed Name

Its _____

CONTRACTOR's State License No. 594575 (Expiration Date – 5/31/2024)

OC SAN: Orange County Sanitation District

By _____ Date _____

Chad P. Wanke
Board Chairman

By _____ Date _____

Tina Knapp, MMC
Assistant Clerk of the Board

By _____ Date _____

Ruth Zintzun
Finance and Procurement Manager

CONFORMED

C-CA-032023

PROJECT NO. SC19-06

EPSA STANDBY POWER GENERATOR CONTROL UPGRADES AT PLANT NO. 2

EXHIBIT A
SCHEDULE OF PRICES

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SCHEDULE OF PRICES

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EXHIBIT A

SCHEDULE OF PRICES

EXA-1 BASIS OF COMPENSATION

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

EXA-2 PROGRESS PAYMENTS

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

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

EXA-3 RETENTION AND ESCROW ACCOUNTS

A. Retention:

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

B. Substitution of Securities:

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

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

C. Release of Retention:

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

D. Additional Deductibles:

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

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

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

EXA-4 STOP PAYMENT NOTICE

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

EXA-5 PAYMENT TO SUBCONTRACTORS

Requirements

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

EXA-6 PAYMENT OF TAXES

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

EXA-7 FINAL PAYMENT

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

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

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

EXA-8 DISCOVERY OF DEFICIENCIES BEFORE AND AFTER FINAL PAYMENT

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

1. The true and correct amount payable for the Work is different from that previously accepted;
2. The previously accepted Work did not in fact conform to the Contract requirements, or;

3. A previous payment or portion thereof for Work was improperly made.

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

ATTACHMENT 1 – CERTIFICATION FOR REQUEST FOR PAYMENT

I hereby certify under penalty of perjury as follows:

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

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

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

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

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

Name

Title

Date

CONFORMED

C-EXA-062221
PROJECT NO. SC19-06
EPSA STANDBY POWER GENERATOR CONTROL UPGRADES AT PLANT NO. 2

ATTACHMENT 2 – SCHEDULE OF PRICES

See next pages from the bid Submittal Forms (Shimmick Construction Company, Inc.)

BF-14 Schedule of Prices, Pages 1-2

BF-14 SCHEDULE OF PRICES

INSTRUCTIONS

A. General

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

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

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

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

B. Basis of Award

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

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

Bidders shall accurately reflect the cost to perform the Work. OC SAN may reject unbalanced Bids. Refer to Part 2 – INSTRUCTIONS TO BIDDERS.

Bid Submitted By: Shimmick Construction Company, Inc.
 (Name of Firm)

SCHEDULE OF PRICES

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

Item No.	Description	Unit of Measurement	Approx Qty	Unit Price	Extended Price
1.	Mobilization: as described in Specifications Section 01155 and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	1		= \$150,000
2.	All other portions of the Work except the Work of Bid Item No. 1 and Item No. 3: as described in Specifications Section 01155 and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	1		= \$ 3,300,000
3.	Demobilization: as described in Specifications Section 01155 and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	1		= \$50,000

TOTAL AMOUNT OF BID (BASIS OF AWARD)

\$ 3,500,000

EPSA Standby Power Generator Control Upgrades at Plant No. 2, Project No. SC19-06

Presented by:
Mike Dorman
Director of
Engineering

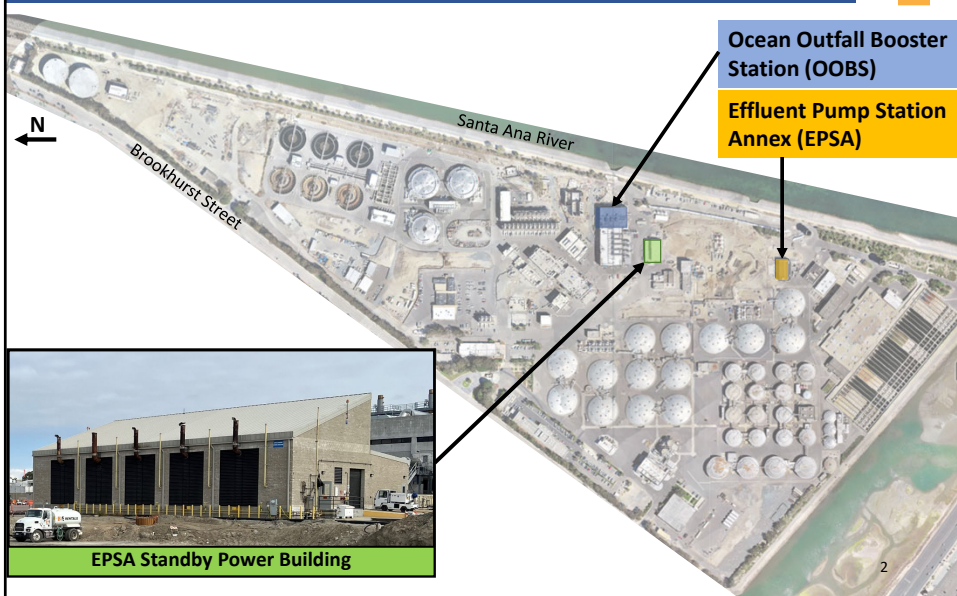
Operations
Committee
September 6, 2023

Contract Award




1

Plant 2 Site Plan




2


Project Scope



(4) OOBS Pumps (2,650 hp)



Standby Switchgear



(3) EPSA Pumps (2,650 hp)


12kV Switchgear Device Replacement


- (3) automatic voltage regulators
- (4) generator digital synchronizer and load controller
- Control system operator interface

Replace obsolete electrical components for the EPSA standby power system to provide a reliable system during a loss of utility power

12kV Switchgear Device Replacement

- (11) protective relays
- Power monitors





(4) 2MW Standby Generators

3

3

Bid Results

Engineer's Estimate	\$ 2,394,000
----------------------------	---------------------

Bidder	Amount
Shimmick Construction Company, Inc.	\$ 3,500,000
LEED Electric, Inc.	\$ 3,657,000

- Lowest bidder, Shimmick Construction Company, Inc. found responsive
- The Engineer's Estimate underestimated:
 - Wet season generator standby requirements
 - Labor costs
 - Market volatility due to supply chain
 - Complexity of the commissioning phase

4

4

Recommendation

Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for EPSA Standby Power Generator Control Upgrades at Plant No. 2, Project No. SC19-06;
- B. Award a Construction Contract to Shimmick Construction Company, Inc. for EPSA Standby Power Generator Control Upgrades at Plant No. 2, Project No. SC19-06, for a total amount not to exceed \$3,500,000; and
- C. Approve a contingency of \$350,000 (10%).

5

5

Questions



6



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-3106

Agenda Date: 9/6/2023

Agenda Item No: 14.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

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

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

Approve a License Agreement with the City of Newport Beach for the construction staging area for the Bay Bridge Pump Station and Force Mains Replacement, Project No. 5-67.

BACKGROUND

The Bay Bridge Pump Station and associated force mains were constructed in 1966 on Pacific Coast Highway just east of the Newport Back Bay Channel. The pump station and force mains are critical to the Orange County Sanitation District's (OC San) infrastructure as it conveys over half of Newport Beach's wastewater. The pump station is over 50 years old and at the end of its useful life. It is imperative that the facility and force mains be upgraded to ensure continuous service.

In February 2021, the OC San Board of Directors approved the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67 (Project). At that time, OC San certified the corresponding Environmental Impact Report (EIR) for the Project.

On April 1, 2021, Bayside Village Marina filed a Verified Petition for Writ of Mandate against OC San in Orange County Superior Court alleging that the EIR failed to comply with CEQA on numerous grounds. (Orange County Superior Court Case No. 30-2021-01194238.) On December 16, 2022, the Court issued a ruling that upheld the EIR in all respects except one (Ruling). Thereafter, the Court issued a limited writ directing OC San to sufficiently identify project construction staging areas.

In response to the Ruling, OC San has prepared an Addendum to the EIR. Specifically, the Addendum clarifies the use of the Lower Castaways Park in the City of Newport Beach as a construction staging area and adds a new construction staging area at OC San's Plant No. 2 located in the City of Huntington Beach for soil storage/drying activities (Modified Project). In July 2023, OC San Board of Directors received and filed the Addendum.

In May 2023, the City of Newport Beach provided OC San with a letter of intent to enter into a License Agreement to utilize portions of Lower Castaways Park as a construction staging area for the Bay Bridge Pump Station and Force Mains Replacement, Project No. 5-67.

RELEVANT STANDARDS

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

PROBLEM

The Bay Bridge Pump Station and Force Mains Replacement, Project No. 5-67, Addendum to the EIR limits OC San to using Lower Castaways Park as the construction staging area and Plant No. 2 for soil storage/drying activities during construction. If OC San is not able to use a portion of Lower Castaways Park for construction staging, OC San will need to consider if an update to CEQA is required to use Plant No. 2 for staging beyond worker vehicles and soil stockpiling. This will increase the construction costs and potentially extend the construction schedule since Plant No. 2 is much further away from the project site.

PROPOSED SOLUTION

Enter into a no-fee Licensing Agreement with the City of Newport Beach to use a portion of Lower Castaways Park as a construction staging area.

TIMING CONCERNS

If the Licensing Agreement is delayed, it could delay the advertisement of the project, which is currently planned for the end of 2023.

RAMIFICATIONS OF NOT TAKING ACTION

The construction costs will increase, and the schedule may be extended. OC San would need to consider whether further environmental review is required.

PRIOR COMMITTEE/BOARD ACTIONS

July 2023 - Adopted Resolution No. OC SAN 23-13 entitled, "A Resolution of the Orange County Sanitation District Board of Directors receiving and filing the Addendum to the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project No. 5-67 and approved the Modified Project".

February 2021 - Adopted Resolution No. OC SAN 21-03, entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District Certifying the Environmental Impact Report for the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67; Adopting the Mitigation Monitoring and Reporting Program; and Approving the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67".

ADDITIONAL INFORMATION

N/A

CEQA

OC San, as lead agency, prepared a Final Program Environmental Impact Report ("EIR") for the Bay Bridge Pump Station and Force Mains Replacement Project, Project No. 5-67, dated May 2018. OC San Board of Directors ultimately certified the EIR for the Project on February 24, 2021. In response to a court ruling, the project was modified, and the impacts of those modifications were analyzed in an Addendum to the EIR. OC San Board of Directors received and filed the Addendum, and approved the modified project, on July 26, 2023. (Public Resources Code Section 21166; CEQA Guidelines Section 15162, 15164.)

FINANCIAL CONSIDERATIONS

N/A

ATTACHMENT

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

- License Agreement

CM:tk

**TEMPORARY, NON-EXCLUSIVE, AND REVOCABLE LICENSE AGREEMENT
BETWEEN THE CITY OF NEWPORT BEACH AND
THE ORANGE COUNTY SANITATION DISTRICT FOR
USE OF CITY PROPERTY**

THIS TEMPORARY, NON-EXCLUSIVE AND REVOCABLE LICENSE AGREEMENT FOR USE OF CITY PROPERTY (“Agreement”) is made and entered into as of this 1st day of June, 2024 (“Effective Date”), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city (“City”), and ORANGE COUNTY SANITATION DISTRICT, a California public body (“Licensee”). Licensee and City are individually referred to as “Party” and collectively as “Parties” herein.

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. City is the owner of real property located at 100 Dover Drive, Newport Beach, California, Assessor’s Parcel Number 117-801-10, commonly known as Lower Castaways Park (“Property”) as depicted on Exhibit “A” attached hereto and incorporated herein by reference.
- C. Licensee intends to replace the nearby Bay Bridge Pump Station located at 250 East Coast Highway (“Project”).
- D. Licensee requests to use a portion of the Property, approximately eighteen thousand (18,000) square feet (“License Area”), as depicted on Exhibit “B” attached hereto and incorporated herein by reference, for the siting of office trailers, temporary staging and storage of construction equipment and materials, and the parking of vehicles to support the Project.
- E. Pursuant to City Council Policy F-7, whenever less than the open market or appraised value is received for the use of City property, the City shall make specific findings setting forth the reasons thereof.
- F. On **[INSERT DATE HERE]**, the City Council made findings that Licensee’s use of the License Area provides an essential or unique service to the community, as it is for purpose of facilitating the completion of the Project, which might not otherwise be provided were full market value of the License Area be required.

- G. City and Licensee desire to enter into this Agreement for Licensee to utilize the License Area for purpose of the Project, subject to the covenants and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. LICENSE

1.1 City hereby grants a temporary, non-exclusive and revocable license (“License”) to Licensee for the term of this Agreement as set forth in Section 4 below for use as a temporary construction staging site within the License Area.

1.2 Upon ten (10) calendar days’ prior written notice by the City, Licensee shall relocate their equipment and materials to a different part of the Property, as directed by the City and to be generally depicted on an aerial exhibit included within said notice, should the City need to access or change the location of the License Area. This notification shall be issued in the City’s sole and absolute discretion, and the cost of such relocation shall be borne by the Licensee with no cost or impact to the City.

1.3 The License granted herein is subject to the terms, covenants and conditions hereinafter set forth, and Licensee covenants, as a material part of the consideration for this License, to keep and perform each and every term, covenant and condition of this Agreement.

2. PURPOSE OF THIS AGREEMENT

The purpose of this License is to provide Licensee with temporary, non-exclusive use of the License Area as a temporary construction staging and storage site for equipment and materials (but specifically excluding storage of soils or dredged materials, which materials shall be stored by the Licensee at a separate location), for the siting of office trailers, and for parking, to facilitate the work necessary for the Project. Licensee shall use the License Area only for the activities described herein and shall not use or permit the use of the License Area for any other purpose without first obtaining the prior written consent of City, which consent may be withheld in City’s sole discretion.

3. PERMITS, LICENSES AND BEST PRACTICES

3.1 Licensee, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses and certificates that may be required by any governmental agency, including the City, in order to use the License Area as a temporary construction staging and storage site for equipment and materials, for the siting of office trailers, and for parking.

3.2 Licensee shall have in effect a Stormwater Pollution Prevention Plan (“SWPPP”) and Best Management Practices plan (“BMPs”) accepted by Licensee, its employees, contractors and subcontractors (“Licensee’s Representatives”) to ensure all activities on the License Area are in compliance with industry standards best practices, including, but not limited to description of activities that could cause pollution, control measures for preventing spills and minimizing hazards, a spill response plan, procedures for conducting inspections and monitoring, and provisions for sufficient training of Licensee’s representatives.

3.3 Licensee shall establish, maintain and uphold business practices to the highest degree as generally recognized in Licensee’s industry, and exercise the utmost caution for the protection and safety of Licensee and the general public at all times during the term of this Agreement.

4. TERM

This Agreement shall commence upon the Effective Date and terminate upon the completion of the Project or December 31, 2028, whichever occurs first (“Term”). Both Parties understand and agree this Agreement is for a temporary period of time and does not, and will not, result in permanent use of or access to the License Area or the Property.

5. LICENSE FEE

The License is provided to Licensee at no charge. The City is not charging Licensee a fee comparable to the open market or appraised value of the License Area because the City finds that Licensee’s use of the License Area, which is for the purpose of completion of the Project, is an essential or unique service to the community.

6. UTILITIES

6.1 Licensee shall be responsible for payment of all utilities furnished to or used on the License Area by Licensee, including, without limitation, electricity and water.

6.2 Licensee may use City’s trash enclosures or public trash cans, provided however, that City may, at City’s sole and absolute discretion, require Licensee to arrange for its own refuse collection.

6.3 Licensee shall be responsible for the maintenance, repair and/or replacement of utility lines within and exclusively serving the License Area, to the point of the utility’s tie-in, or Licensee’s pro rata share of utility lines serving Licensee on the License Area.

7. USE AND CONDITIONS OF THE LICENSE AREA AND PROPERTY

7.1 General Use and Conditions.

7.1.1 Licensee understands the safety of the public is paramount to the uses and conditions set forth herein under this Section 7 for the License Area.

Licensee shall maintain the License Area free from waste, debris, hazards or risks to public health, safety or welfare at all times.

7.1.2 Licensee shall not use or permit the use of the License Area for any unlawful purpose.

7.1.3 Licensee shall not commit or permit the commission of any noise or nuisance on the License Area and shall comply with any and all noise and nuisance requirements as defined by any applicable federal, state and local laws and regulations.

7.1.4 Use of any area on the Property outside the License Area other than for purposes of accessing the License Area is strictly prohibited without prior written approval from the City.

7.1.5 Except as provided under this Agreement, Licensee shall not make or permit to be made any alterations, additions or improvements to the License Area, or install lighting or equipment, or install any signs, lettering or advertising media of any type or any other visual displays, on or about the License Area without the prior written consent of City. Notwithstanding the foregoing, Licensee shall place all required construction notices and warning signs on or about the Property in the manner required by the City, Federal, State or local law.

7.1.6 Licensee shall protect the integrity of the License Area and any part of the Property used for purpose of accessing the License Area. Licensee shall prevent any oil, cement or other material spills on the public right-of-way adjacent to the Property, at the driveway, vehicular paths of travel on the Property, and sand at the License Area, any other area on or around the Property, and any other contiguous area used to access the License Area. Licensee shall return the License Area to City in the condition that existed as of the Effective Date of this Agreement, ordinary wear and tear excepted. Licensee shall, at its sole cost and expense, document (including photos and/or video) the condition of the Property existing as of the Effective Date and submit such documentation to the City.

7.1.7 Licensee shall exercise all necessary precautions for opening, closing, and securing the License Area and its equipment and materials stored in the License Area at all times. Licensee expressly assumes all responsibility for the protection and security of the License Area, including personal property and equipment of Licensee.

7.1.8 Licensee shall install legible signs on the License Area, visible from the public right-of-way and interior of the Property, that includes Licensee's contact information, including a 24-hour emergency phone number.

7.2 Special Use and Conditions.

7.2.1 Licensee shall maintain the smallest footprint on the Property as absolutely required by the scope of the Project at any given time during the phases

of construction, and Licensee shall use its best efforts to reduce its impact to the Property by using the fewest truck and vehicle trips, and by storing on the License Area the least amount of equipment and materials as necessary for the immediate needs of the Project. Licensee shall use its best efforts to complete the Project on time or ahead of schedule and discontinue its use of the Property as soon as possible.

7.2.2 Licensee may use the License Area for the temporary storage of construction vehicles, equipment and materials, with the exception of any soil or dredged materials which are prohibited from being stored on the Property. Any temporary stockpiling of materials is prohibited unless such materials are stored on raised mobile platforms, pallets or other protective barriers to prevent spills or spread of materials.

7.2.3 Licensee may place two (2) commercial office trailers in the License Area.

7.2.4 Licensee's Representatives (defined in Section 3) have the right to park personal vehicles within the License Area, and shall ensure that the gates to the License Area are closed around the vehicles, with the understanding that Licensee's Representatives shall walk from the License Area to the Project site. Licensee shall not park any vehicles outside the License Area.

7.2.5 Licensee shall operate the License Area with the least amount of construction-related vehicles stored within the License Area during each given phase of the Project, as may be required for demolition, grading, building construction, installation of force mains, and gravity sewer improvement scopes of work. Operation of construction vehicles in the License Area is limited to the hours set forth in Section 7.2.7.1 below.

7.2.5.1 Licensee shall follow any City imposed requirements on vehicle traffic, path of travel, and weight limits that may be a precondition to approval of the Project.

7.2.6 Licensee is strictly prohibited from bringing any soil or dredged materials from the Project on to the Property. Such soil or dredged material shall not be stored, nor brought on site even temporarily, nor in transport to a secondary site.

7.2.7 Licensee's access to and use of the License Area shall be limited to the hours between 7:00 a.m. to 6:00 p.m. Monday through Friday, and the hours between 8:00 a.m. and 6:00 p.m. on Saturday.

7.2.7.1 Operation of construction vehicles shall be limited to the non-peak hours of 9:00 a.m. and 3:00 p.m. Monday through Friday, consistent with the Impact Analysis of the Project's Environmental Impact Report ("EIR") of August 2020.

7.2.8 Licensee, at Licensee's cost and expense, shall cause the License Area to be fenced and screened on all sides commencing no later than thirty (30) calendar days after the Effective Date of this Agreement and continuing until the expiration or earlier termination of this Agreement. Licensee shall not bring any equipment or personnel or use the License Area until and unless the License Area is fully fenced and screened. The height of fence shall be at least six (6) feet, and fence material shall be chain link metal fence overlaid on the exterior with an opaque vinyl screen, or other equivalent fencing and screening material as approved by the City. The fencing shall include the installation of a locking gate which swings to the interior of the License Area to provide access to the License Area. Licensee shall place warning signs on or about the License Area in any manner required by federal, state or local law.

7.2.9 Licensee shall comply with all permits, regulations, and requirements applicable to the Project, including but not limited to the Coastal Development Permit No. PA2023-0076 issued by the City.

7.3 Other Users of Property. The License Area is a portion of the Property specifically designated for use by Licensee for the operations permitted herein. Certain other portions of the Property are not only open to the public, but shared with other tenants or licensees of the City, and consideration shall be given by Licensee to these other tenants and licensees so as not to impede the operation of their respectively designated uses of the Property.

8. CITY INSPECTION

8.1 City shall be entitled, at any time, to inspect the License Area for compliance with the terms of this Agreement, and with all applicable federal, state and local laws and regulations.

8.2 City and its authorized City representative(s) may, without prior notice to Licensee, enter upon and inspect the License Area for any lawful purpose, provided that City shall use commercially reasonable efforts to not interfere with Licensee's operation and/or use of the License Area in performing any such entry, inspection, and/or shared use of the License Area. In case of emergency, City or its authorized City representative(s) may enter the License Area by whatever force reasonably necessary if Licensee is not present to open and permit entry. Any entry to the License Area by City under this License shall not be construed as a forcible or unlawful entry into, or a detainer of, the License Area, or an eviction of Licensee from the License Area or any portion thereof.

9. EMERGENCY

9.1 Licensee understands the License Area is located on public property primarily dedicated to the use and enjoyment of the public and emergency situations may develop from time-to-time that require access to the Property to be immediately stopped and thereby interfere or temporarily terminate Licensee's use of the License Area.

Licensee agrees that, if such a situation occurs, City shall have the right to immediately restrict access to the License Area and any equipment or materials located on the License Area for the duration of the emergency. Licensee agrees not to hold City responsible or liable for and shall protect, defend, indemnify and hold City harmless for any damage, loss, claim or liability of any nature suffered as a result of the loss of the use of the License Area.

9.2 Unless otherwise specifically provided in a notice of termination of this Agreement, City's exercise of the right to restrict access to the License Area is not intended to constitute a termination of this Agreement by either Party and such event is a risk accepted by Licensee. Licensee and City shall meet after the City determines that an emergency has ended to establish the time and manner in which access shall be restored. City shall have the right to reasonably determine what constitutes an "emergency situation" pursuant to this Section.

10. MAINTENANCE

At its sole cost and expense, Licensee shall take good care of and keep the License Area neat and clean at all times. Should Licensee fail to commence required maintenance or repairs, or cleaning of the License Area to a condition satisfactory to City, within twenty-four (24) hours after receipt of notice to do so, City may perform such work or have such work performed by others and Licensee shall immediately reimburse City for all direct and indirect costs associated with such work upon receipt of an invoice for such costs. Graffiti shall immediately be called in to the City's Graffiti Hotline at (949) 644-3333 for removal.

11. NO INTEREST IN PROPERTY

Nothing herein shall be deemed to create a lease, or easement of any property right, or to grant any possessory or other interest in the License Area, Property, or any public right-of-way, other than a license to use and access the License Area, revocable and for a temporary term as set forth in this Agreement.

12. RESERVATION OF RIGHTS

Licensee understands, acknowledges and agrees that any and all authorizations granted to Licensee under this Agreement are non-exclusive and shall remain subject to all prior and continuing regulatory and propriety rights and powers of City to regulate, govern and use the License Area and Property, as well as any existing encumbrances, deeds, covenants, restrictions, easements, dedications and other claims of title that may affect the License Area and Property.

13. CITY RETENTION RIGHTS

Licensee's right to use the License Area during the term of this Agreement shall be subordinate and junior to the rights of City to use and occupy the License Area and the Property for any purpose.

14. RELOCATION

City shall not at any time during the term of this Agreement require the Licensee to move the office trailers to another particular location within the License Area.

However, City reserves the right to change the boundaries of the License Area or its location within the Property, in which case Licensee shall relocate its equipment and materials to the new boundaries or location of the License Area at Licensee's expense and without making any claim against the City for reimbursement or damage therefor.

Except in the event of an emergency or other situation requiring immediate relocation from the License Area, City shall provide Licensee with not less than thirty (30) calendar days written notice of relocation specifying the location of the new License Area and a date by which the relocation shall take place.

15. TERMINATION

15.1 Except as otherwise provided in this Agreement or in accordance with this Section, City shall not terminate this Agreement or the License prior to the end of the Term set forth in this Agreement.

15.2 City may terminate this Agreement, at its discretion with no reason of default, upon providing no less than one hundred eighty (180) business days prior written notice to Licensee.

15.3 City may terminate this Agreement upon Licensee's failure to cure or correct a default of any term or condition of this License within ten (10) business days of Licensee's receipt of written notice of such default. The written notice shall describe the subject default in reasonable detail.

16. SURRENDER

Upon expiration or termination of this Agreement, Licensee, at its sole cost and expense, shall, within fifteen (15) calendar days, remove all of its equipment and stored materials, restore the License Area to its original condition or to a condition satisfactory to and approved by City, and vacate the License Area. Restoration may include, but is not limited to, coordinating with City to restore landscaping, and removing any and all debris, waste or other material. Should Licensee fail to restore the License Area to a condition satisfactory to City, City may perform such work or have such work performed by others and Licensee shall immediately reimburse City for all direct and indirect costs associated with such work upon receipt of an invoice for such costs.

17. ADMINISTRATION

This License will be administered by the Community Development Department. The Community Development Director or its designee shall be the License Administrator and shall have the authority to act for City under this License. The License Administrator or their authorized representative shall represent City in all matters pertaining to this License.

18. INDEMNIFICATION AND LIABILITY FOR DAMAGES

18.1 Irrespective of any insurance carried by Licensee for the benefit of City, and to the fullest extent permitted by law, Licensee shall indemnify, defend, assume all responsibility for, and hold harmless City, its elected or appointed officers, agents, officials, employees, and volunteers (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a "Claim" and, collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to Licensee's operations conducted under this Agreement or the implementation hereof and for any damages to property or injuries to persons, including accidental death, which may be caused by any of Licensee's activities under this Agreement, whether such activities or performance thereof be (i) by Licensee, or (ii) Licensee's permittees or agents and whether such damage shall accrue or be discovered before or after termination of this Agreement.

18.2 Notwithstanding the foregoing, nothing herein shall be construed to require Licensee to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties or by City's failure to comply with the terms and conditions of this Agreement. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Licensee.

18.3 Licensee shall be liable and responsible for the security, repair and maintenance of the License Area to the extent necessitated by Licensee's use of the License Area, for such time as this License is in effect. Licensee shall use care to protect the License Area when not in use by Licensee.

18.4 City shall indemnify, defend, assume all responsibility for, and hold harmless Licensee, its elected or appointed officers, agents, officials, employees, and volunteers from and against any and all Claims which may arise from or in any manner relate (directly or indirectly) to the operations or activities conducted in, on, or over the License Area by the City or its elected or appointed officers, agents, officials, employees, and volunteers, and for any damages to property or injuries to persons, including accidental death, which may be caused by the operations or activities conducted in, on,

or over the License Area by the City or its elected or appointed officers, agents, officials, employees, and volunteers, whether such damage shall accrue or be discovered before or after termination of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require City to indemnify Licensee, its elected or appointed officers, agents, officials, employees, or volunteers from any Claim arising from the negligence or willful misconduct of Licensee, its elected or appointed officers, agents, officials, employees, or volunteers, respectively, or by Licensee's failure to comply with the terms and conditions of this Agreement.

19. INSURANCE

Without limiting Licensee's indemnification of City, and prior to commencement of work, Licensee shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit "C," and incorporated herein by reference.

20. HAZARDOUS SUBSTANCES

20.1 From the Effective Date of this License throughout the Term, Licensee shall not use, store, manufacture or maintain in, on, under, about or within the License Area any Hazardous Substances except (i) in such quantities and types found customary in construction, repair, maintenance and operations of the construction staging yard approved by this Agreement, and (ii) petroleum and petroleum products contained within regularly operated motor vehicles. Licensee shall handle, store and dispose of all Hazardous Substances it brings onto the License Area in accordance with applicable laws.

20.2 For purposes of this License the term "Hazardous Substance" means: (i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 *et seq.*; the California Hazardous Substance Account Act, Health and Safety Code Sections 25330 *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Sections 25249.5 *et seq.*; California Health and Safety Code Sections 25280 *et seq.* (Underground Storage of Hazardous Substances); the California Hazardous Waste of Concern and Public Safety Act, Health and Safety Code Sections 25169.5 *et seq.*; California Health and Safety Code Sections 25501 *et seq.* (Hazardous Materials Release Response Plans and Inventory); or the Porter-Cologne Water Quality Control Act, Water Code Sections 13000 *et seq.*, all as they, from time-to-time may be amended, (the above-cited statutes are here collectively referred to as "the Hazardous Substances Laws") or any other Federal, State or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating,

relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; (ii) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory, including but not limited to negligence, trespass, intentional tort, nuisance, waste or strict liability or under any reported decisions of a state or federal court; (iii) petroleum or crude oil; and (iv) asbestos.

20.3 Notwithstanding any contrary provision of this License, and in addition to the indemnification duties of Licensee set forth in this Agreement, Licensee agrees to indemnify, defend with counsel reasonably acceptable to City, protect, and hold harmless the City, its elected or appointed officers, agents, officials, employees, volunteers and assigns from and against any and all losses, fines, penalties, claims, damages, judgments, or liabilities, including, but not limited to, any repair, cleanup, detoxification, or preparation and implementation of any remedial, response, closure or other plan of any kind or nature which the City, its elected or appointed officers, agents, officials, employees, volunteers, or assigns may sustain or incur or which may be imposed upon them in connection with the use of the License Area provided under this Agreement by Licensee, arising from or attributable to the storage or deposit of Hazardous Substances on or under the License Area by Licensee. This Section is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 USC Section 9607(e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify City for any claim pursuant to the Hazardous Substance Laws or the common law.

20.4 City agrees to indemnify, defend with counsel reasonably acceptable to Licensee, protect, and hold harmless Licensee, its elected or appointed officers, agents, officials, employees, volunteers and assigns from and against any and all losses, fines, penalties, claims, damages, judgments, or liabilities, including, but not limited to, any repair, cleanup, detoxification, or preparation and implementation of any remedial, response, closure or other plan of any kind or nature which Licensee, its elected or appointed officers, agents, officials, employees, volunteers, or assigns may sustain or incur or which may be imposed upon them arising from the use of the License Area by City, its elected or appointed officers, agents, officials, employees, volunteers and assigns.

20.5 City agrees that City will not, and will not authorize any third party to use, generate, store, or dispose of any Hazardous Substances on, under, about or within the License Area in violation of any law or regulation. City and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs arising from any breach of any representation, warranty or agreement contained in this Section. This Section shall survive the termination of this Agreement. Upon expiration or earlier termination of this Agreement, Licensee shall surrender and vacate the License Area and deliver possession thereof to City on or before the termination date free of any Hazardous Substances released into the environment at, on or under the License Area that are directly attributable to Licensee.

21. ASSIGNMENT

All of the terms and provisions of this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement and the rights and obligations of Licensee is personal to Licensee and shall not be assigned, transferred, or hypothecated (collectively referred to as “transferred”), in whole or in part, without the prior written consent of the City, which consent may be withheld in City’s sole and absolute discretion for any reason or no reason at all. Any assignment of this Agreement or the License granted hereunder, voluntarily or by operation of law, shall automatically terminate this Agreement, unless Licensee has obtained the prior written consent of City.

22. CONFLICT OF INTEREST

The Licensee or its employees may be subject to the provisions of the California Political Reform Act of 1974 (“Act”), which (a) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this License, and (b) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest. If subject to the Act, Licensee shall conform to all requirements of the Act. Failure to conform to the requirements of the Act constitutes a material breach and is grounds for immediate termination of this License by City. Licensee shall indemnify and hold harmless City for any and all claims for damages resulting from Licensee’s violation of this Section.

23. NOTICES

All notices, demands, requests or approvals to be given under the terms of this License shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Licensee to City shall be addressed to City at:

Community Development Department
City of Newport Beach
Attn: Real Property Administrator
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

All notices, demands, requests or approvals from City to Licensee shall be addressed to Licensee at:

Orange County Sanitation District
Attn: Cindy Murra
10844 Ellis Avenue
Fountain Valley, CA 92708
Telephone: (714) 593-7327

24. STANDARD PROVISIONS

24.1 Recitals. City and Licensee acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

24.2 Compliance with Laws. Licensee, at its sole cost and expense, shall observe, perform, and comply with all laws, statutes, ordinances, rules, and regulations promulgated by any governmental agency and applicable to the License Area, or the use thereof, including all Americans with Disability Act requirements, applicable zoning ordinances, building codes and environmental laws. Licensee shall not occupy or use the License Area or permit any portion thereof to be occupied or used for any use or purpose that is unlawful in part or in whole, or deemed by City to be disreputable in any manner or extra hazardous on account of fire.

24.3 Not Agent of City. Neither anything in this Agreement nor any acts of Licensee shall authorize Licensee to act as agent, contractor, joint venture or employee of City for any purpose.

24.4 Waiver. The waiver by either Party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either Party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

24.5 Integrated Agreement. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

24.6 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement, or any other attachments attached hereto, the terms of this Agreement shall govern.

24.7 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

24.8 Amendments. This Agreement may be modified or amended only by a written document executed by both Licensee and City and approved as to form by the City Attorney.

24.9 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

24.10 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

24.11 Equal Opportunity Employment. Licensee represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

24.12 Taxes. Licensee shall pay any and all personal interest property taxes, real property taxes, possessory interest taxes, fees and assessments, or similar charges which may at any time be imposed or levied by any public entity and attributable to the Agreement authorized herein. City hereby gives notice to Licensee, pursuant to Section 107.6 of the California Revenue and Taxation Code that this Agreement may create a possessory interest in and to the property of City, a tax-exempt public entity, the payment of which taxes shall be the sole obligation of Licensee. Licensee shall indemnify, defend and hold harmless City against any and all such taxes, fees, penalties or interest assessed, or imposed against City hereunder.

24.13 No Third-Party Beneficiaries. Neither anything in this Agreement nor any acts of Licensee shall authorize Licensee to act as agent, contractor, joint venture or employee of City for any purpose.

24.14 No Attorneys' Fees. In the event of any dispute under the terms of this Agreement the prevailing party shall not be entitled to attorneys' fees.

24.15 [reserved]

24.16 Time is of the Essence. Time is of the essence for this Agreement.

24.17 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

25. NO DAMAGES

Licensee acknowledges that City would not enter into this Agreement if it were to be liable for damages (including, but not limited to, actual damages, economic damages, consequential damages, lost profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use) under, or relating to, this Agreement or any of the matters referred to in this Agreement. Accordingly, Licensee covenants and agrees on behalf of itself and its successors and assigns, not to sue City (either in its capacity as licensor in this Agreement or in its capacity as the City of Newport Beach) for damages

(including, but not limited to, actual damages, economic damages, consequential damages, lost profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use) or monetary relief for any breach of this Agreement by City or for any dispute, controversy, or issue between City and Licensee arising out of or connected with this Agreement or any of the matters referred to in this Agreement, the parties agreeing that declaratory relief, injunctive relief, mandate and specific performance shall be Licensee's sole and exclusive judicial remedies. Notwithstanding the foregoing, nothing in this Section 25 shall limit Licensee's remedies as expressly set forth in this Agreement.

26. GOVERNMENT CLAIMS ACT

Licensee and City agree that in addition to any claims filing or notice requirements in this Agreement, Licensee shall file any claim that Licensee may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.), or any successor statute.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**
Date: _____

CITY OF NEWPORT BEACH,
A California municipal corporation
Date: _____

By: _____
Aaron C. Harp
City Attorney

By: _____
Grace K. Leung
City Manager

ATTEST:
Date: _____

**LICENSEE: ORANGE COUNTY
SANITATION DISTRICT**, a California public
body
Date: _____

By: _____
Leilani I. Brown
City Clerk

By: _____
Name: Chad P. Wanke
Title: Board Chairman

APPROVED AS TO FORM:
Date: _____

ATTEST:
Date: _____

By: _____
Adriene Plescia Lynch
Alston & Bird LLP

By: _____
Kelly A. Lore
Clerk of the Board

[END OF SIGNATURES]

Attachments: Exhibit A: Depiction of Property
 Exhibit B: Depiction of License Area
 Exhibit C: Insurance Requirements

EXHIBIT "A"
Depiction of Property

DRAFT

Exhibit "B"
Depiction of the License Area

DRAFT

EXHIBIT “C”
Insurance Requirements

1. Provision of Insurance. Without limiting Licensee’s indemnification of City, and prior to commencement of Work, Licensee shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to City. Licensee agrees to provide insurance in accordance with requirements set forth here. If Licensee uses existing coverage to comply and that coverage does not meet these requirements, Licensee agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s Risk Manager.

3. Coverage Requirements.

A. Workers’ Compensation Insurance. Licensee shall maintain Workers’ Compensation Insurance providing statutory benefits and Employer’s Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Licensee shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with California law for all of the subcontractor’s employees. The insurer issuing the Workers’ Compensation insurance shall amend its policy by endorsement to waive all rights of subrogation against City, its elected or appointed officers, agents, officials, employees, volunteers, and any person or entity owning or otherwise in legal control of the property upon which Licensee performs the Project and/or Services contemplated by this Agreement. Licensee shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its elected or appointed officers, agents, officials, employees, volunteers, and any person or entity owning or otherwise in legal control of the property upon which Licensee performs the Project and/or Services contemplated by this Agreement.

B. General Liability Insurance. Contractor shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate and two million dollars (\$2,000,000) completed operations aggregate. The policy shall cover

liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

C. Automobile Liability Insurance. Licensee shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Licensee arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverages maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, volunteers, and any person or entity owning or otherwise in legal control of the property upon which Licensee performs the Project and/or Services contemplated by this Agreement or shall specifically allow Licensee or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Licensee hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess liability, and pollution liability, automobile liability, protection and indemnity liability, and vessel pollution liability if required, but not including professional liability, shall provide or be endorsed to provide that City, its elected or appointed officers, agents, officials, employees, volunteers, agents, the State of California Department of Parks and Recreation, and any person or entity owning or otherwise in legal control of the property upon which Licensee performs the Project and/or Services contemplated by this Agreement shall be included as additional insureds under such policies.

C. Primary and Non-Contributory. Licensee's insurance coverages shall be primary insurance and/or the primary source of recovery with respect to City, its elected or appointed officers, agents, officials, employees, volunteers, and any person or entity owning or otherwise in legal control of the property upon which Licensee performs the Project and/or Services contemplated by this Agreement. Any insurance or self-insurance maintained by City shall be excess of Licensee's insurance and shall not contribute with it.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Licensee shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. All of the executed documents referenced in this Agreement must be returned to City within ten (10) regular City business days after the Agreement is fully executed. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of work. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Licensee ninety (90) calendar days' advance written notice of such change.

C. Right to Review Subcontracts. Licensee agrees that upon request, all agreements with subcontractors or others with whom Licensee enters into agreements with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Licensee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Licensee acknowledges and agrees that any actual or alleged failure on the part of City to inform Licensee of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher

limits maintained by the Licensee. Any available proceeds in excess of specified minimum limits of insurance and coverage shall be available to the City.

F. Self-Insured Retentions. Licensee agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If Licensee's existing coverage includes a self-insured retention, the self-insured retention must be declared to City. City may review options with Licensee, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions. Licensee agrees to be responsible for payment of any deductibles on their policies.

G. City Remedies for Non-Compliance. If Licensee or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Licensee's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Licensee or reimbursed by Licensee upon demand.

H. Timely Notice of Claims. Licensee shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Licensee's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Coverage not Limited. All insurance coverage and limits provided by Licensee and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

J. Coverage Renewal. Licensee will renew the coverage required here annually as long as Licensee continues to provide any Work under this Agreement or any other agreement with City. Licensee shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Licensee's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) calendar days of the expiration of the coverages.



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-2929

Agenda Date: 9/6/2023

Agenda Item No: 15.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

HEADQUARTERS COMPLEX AT PLANT NO. 1, PROJECT NO. P1-128A - QUARTERLY UPDATE

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Information Item.

BACKGROUND

Project No. P1-128A, Headquarters Complex, will construct a new Headquarters Building on the north side of Ellis Avenue to house administrative and engineering staff. The Headquarters Complex will also include a Board Room and a pedestrian/utility bridge over Ellis Avenue to Plant No. 1.

Construction started in July 2021 and completion is scheduled for December 2023. Staff will present an update on the construction progress.

RELEVANT STANDARDS

- Provide a safe and collegial workplace
- Ensure the public's money is wisely spent
- Comply with current Building Codes

ATTACHMENT

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

- Presentation

Headquarters Complex at Plant No. 1

Project No. P1-128A

Presented by:
Mike Dorman
Director of
Engineering

Operations
Committee
September 6, 2023

Quarterly Update



1

Project Site



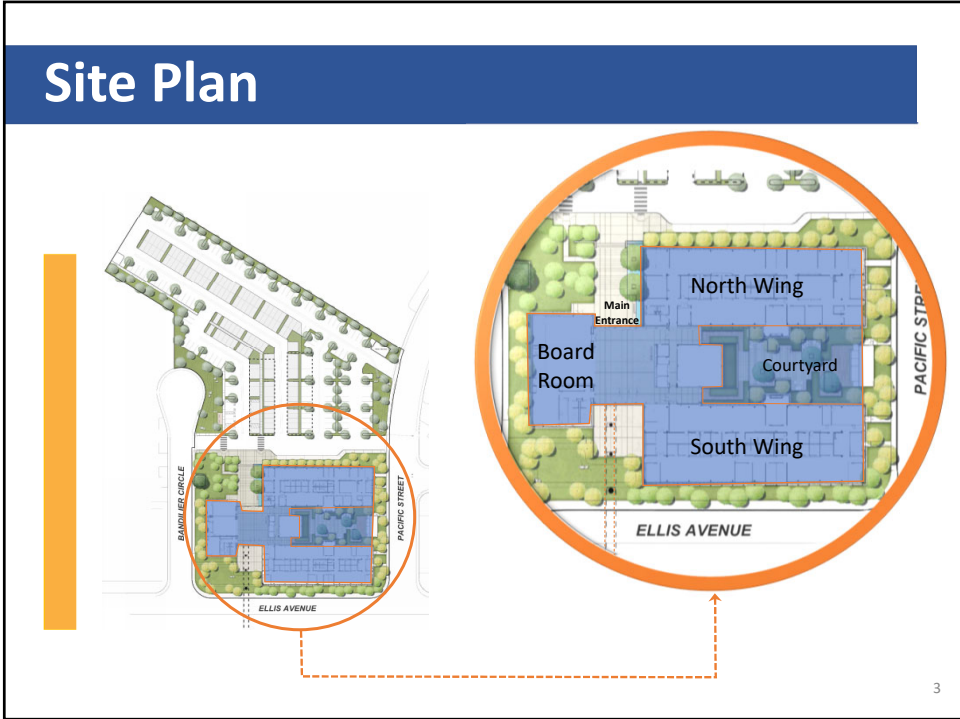
Headquarters
Complex

Administration
Building

Plant No. 1

2

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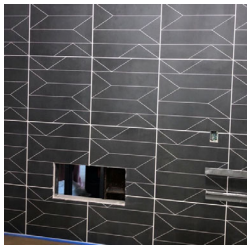
Lobby Entrance



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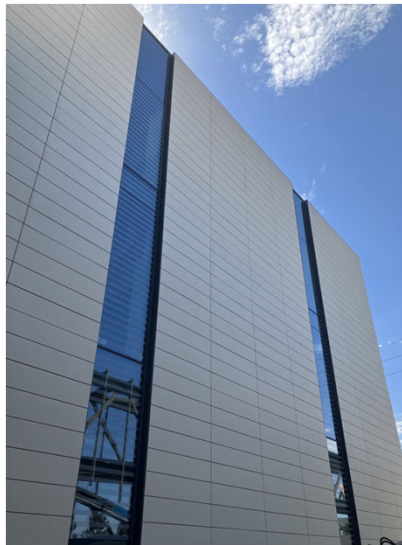
Building Finishes



Restroom Tiling (Accent Wall)



Restroom Tiling



Terracotta Exterior

6

6

Building Interior



Chilled Beam



Workspace Area

7

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Last Update and Now



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Since Last Update

- Bridge installed across Ellis Avenue
- Audiovisual integrator contract awarded
- Parking lot construction started
- Water and power connected
- Roof work
- HVAC



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Upcoming Activities

- Parking lot construction completion
- Interior mechanical, electrical, and plumbing
- Audiovisual installation
- Furniture installation



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FFE Negotiation Update

- Maintained desired quality
- Identified minor changes
- ~\$150-200k total expected savings
- Finalizing ancillary furniture selections



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Project Status

Budget

Original Approved Contract	\$102,544,973	
8 Approved Change Orders	\$1,863,146	(\$3,264,103 Remaining)
Total Current Approved Contract	\$104,408,119	
Amount Invoiced	\$83,222,340	(79% of Total)

Schedule

- 86% of contract elapsed
- Final Completion: January 6, 2024

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Project Website www.ocsan.gov/Headquarters

OC SAN
ORANGE COUNTY SANITATION DISTRICT

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SERVICES BUSINESSSES RESIDENTS EDUCATION ABOUT US I WANT TO...

Headquarters Administration Building Project

More Information
Construction Hotline: (714) 378-2965
Construction@info@ocsan.gov
Social Media: #OCSanDistrict

Construction Schedule: Summer 2021 - Late 2023
Construction Budget: \$102.5 million

Live Camera Feed
Register [here](#) for access to view

Notifications
May 2022 - Ellis Avenue right work
Mar 2022 - Start of construction
November 1, 2022 - Notice distributed to affected businesses on Bandelier

Videos
July 22, 2023 - A 100-ft section of the pedestrian skybridge spanning the width of Ellis Avenue was installed. Remaining sections will be installed to complete the bridge to connect the new Headquarters Building to OC San's Plant No. 1. Below are a couple of videos put together by OC San and HDR, the design consultant.

OC San Bridge Installation - July

OC San Bridge Lift 20230722

December 2, 2022 - Mass timber is an engineered wood. It is strong, fire resistant, aesthetically pleasing, reduces carbon footprint, and works alongside other materials as a structural element. Check out video of the last major piece of mass timber being installed.

P1-128A - CLT Topping Off - 12.9

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Questions

14



OPERATIONS COMMITTEE

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

Agenda Report

File #: 2023-3151

Agenda Date: 9/6/2023

Agenda Item No: 16.

FROM: Robert Thompson, General Manager
Originator: Lan C. Wiborg, Director of Environmental Services

SUBJECT:

OC SAN REGULATORY COMPLIANCE UPDATE

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Information Item.

BACKGROUND

Each month, staff provides an informational presentation on topics of interest to the Board of Directors. This month, Orange County Sanitation District Environmental Services will present an update on regulatory compliance.

RELEVANT STANDARDS

- Comply with the Clean Water Act
- Safe, beneficial reuse of Biosolids
- Meet volume and water quality needs for the GWRS

ATTACHMENT

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

- Presentation

Environmental Compliance Program

Presented by:
Tom Meregillano,
Environmental
Protection Manager

Environmental Services
Department

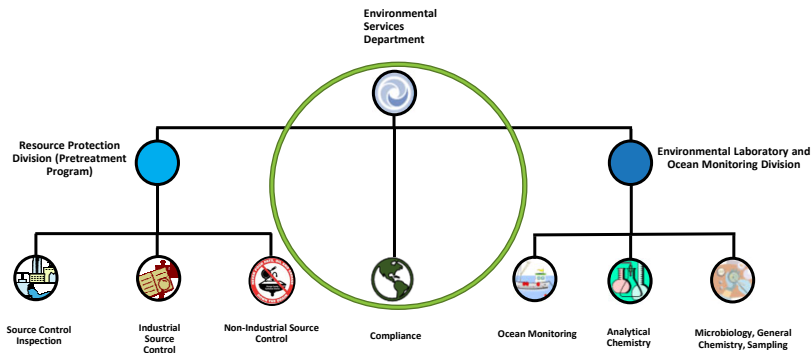
Operations Committee
Meeting

September 6, 2023



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Environmental Services Department



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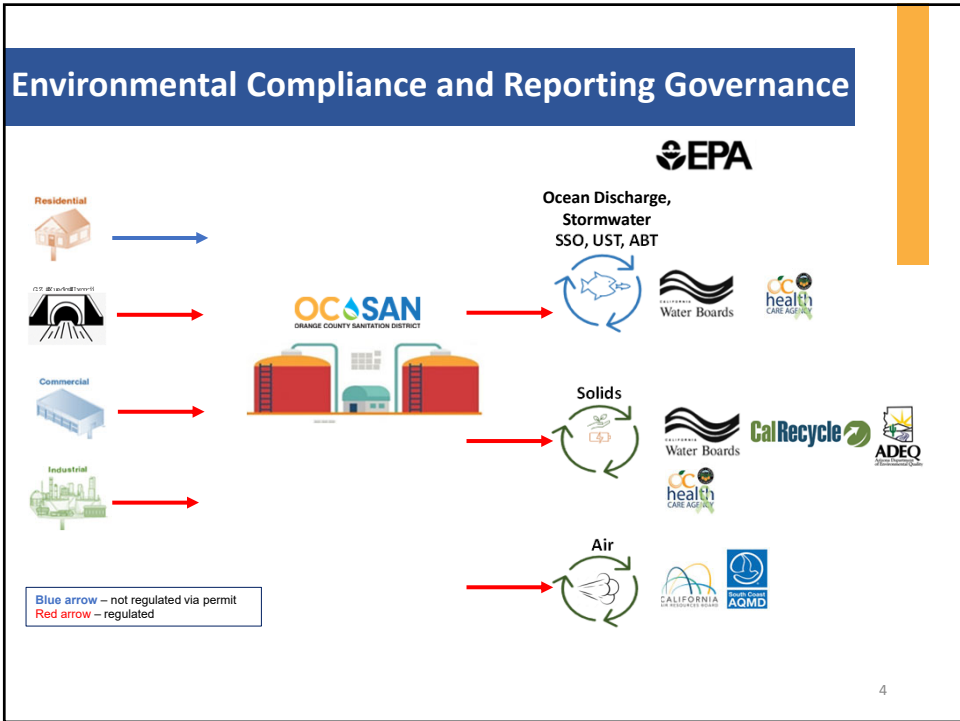
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Compliance Officer




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Benefits of a Robust Compliance Program

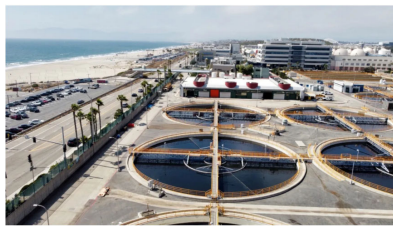


Minimizing Risk and Liabilities

LOCAL NEWS - NEWS

Hyperion plant still releasing partially treated sewage 5 miles offshore

Wastewater is 'not being treated to the level that it is normally treated because of the damage to the plant,' says a water quality board official



The Los Angeles Regional Water Quality Board is warning Los Angeles to conduct additional offshore monitoring and to provide daily reports about ongoing discharges at the Hyperion Water Purification Plant, 5 miles off the coast from the plant, which officials said is not being treated to the level that it is normally treated because of the damage to the plant, which officials said is not being treated to the level that it is normally treated because of the damage to the plant, which officials said is not being treated to the level that it is normally treated because of the damage to the plant.



FOR IMMEDIATE RELEASE: July 26, 2023

MEDIA CONTACT:
Nahai Mogharabi, (909) 396-3773, Cell: (909) 837-2431
Carnie Mejia, (909) 323-9706, Cell: (909) 215-5601
press@aqmd.gov

South Coast AQMD Issues Violation to Hyperion Treatment Plant for Elevated Levels of Hydrogen Sulfide

THE ORANGE COUNTY REGISTER

Record sewage spill hits Laguna Beach just after council approves more funding for sewer maintenance



City of San Diego will pay \$4.6 million for 2020 sewage spill into SanDiego Bay

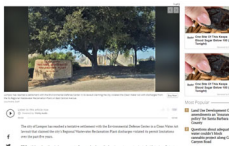
San Diego Water Board also requires repairs, upgrades to system

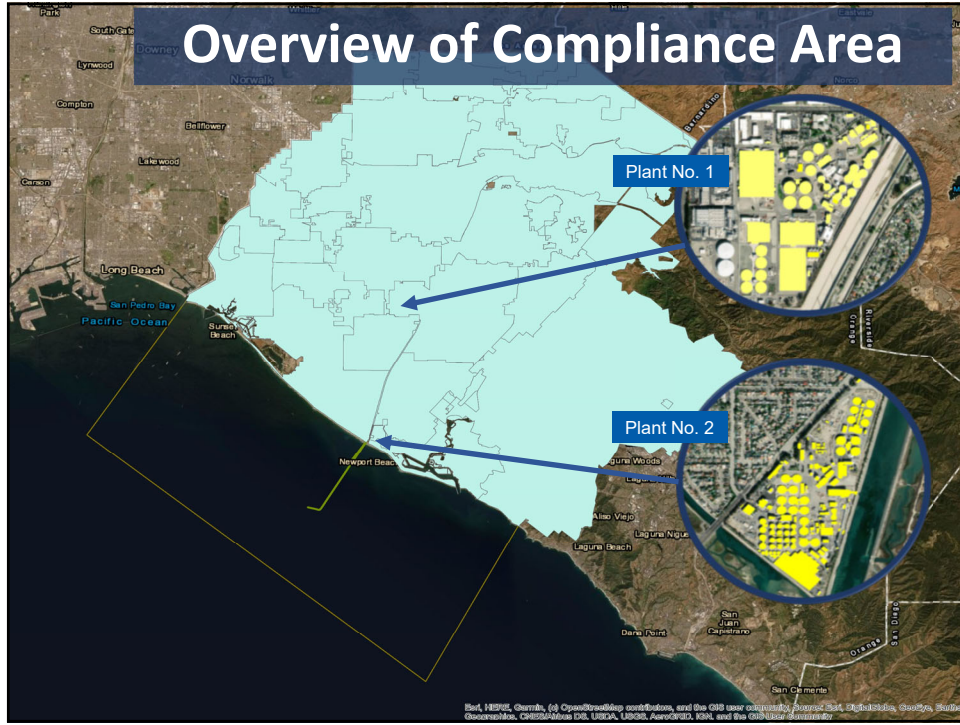
San Diego Water Board also requires repairs, upgrades to system

San Diego Water Board also requires repairs, upgrades to system

San Diego Water Board also requires repairs, upgrades to system

Lompoc to pay \$263K to resolve wastewater discharge violations





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NPDES Permit – Discharge Monitoring Reporting

- **Regulatory Driver:** NPDES Permit – Discharge limits and Performance Goals
- **Monitoring:** Over **13,800** analyses per year
- **Reporting Frequency:** Monthly, quarterly, semi-annually, and annual
- **Inspections:** EPA and Regional Water Quality Control Board
- **Internal Audits:** Annual

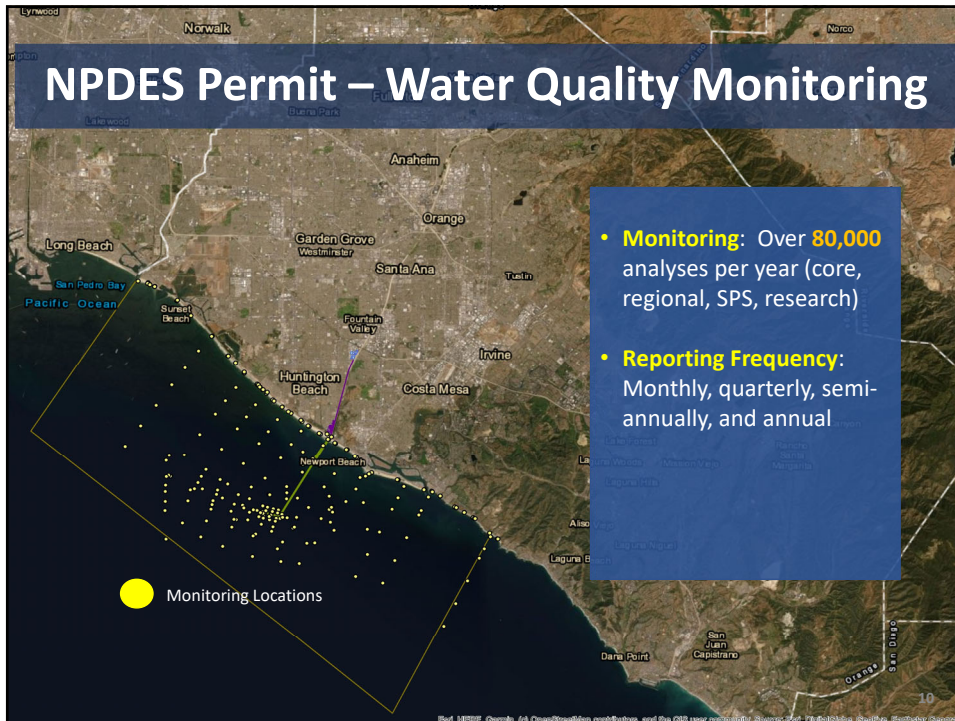


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NPDES Permit – Water Quality Monitoring

- **Monitoring:** Over **80,000** analyses per year (core, regional, SPS, research)
- **Reporting Frequency:** Monthly, quarterly, semi-annually, and annual



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NPDES Permit – Solids Monitoring and Management

- **Regulatory Driver:** NPDES, 40CFR 503, CCR Title 14, AZ Title 18
- **Monitoring:** Over **800** samples per year
- **Reporting Frequency:** Monthly, quarterly, semi annual, and annual
- **Inspections:** EPA, Regional Water Quality Control Board, and Orange County Environmental Health



Compost/Land Application



Grit and Screening



Transportation



Biosolids – Class B

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Air Quality – Compliance Reporting and Monitoring

Regulatory Driver:
Title V, AQMD Rules and CARB Regulations

Inspections: Annual SCAQMD and CARB

Reporting: Quarterly, semi-annual, annual, and incident reporting

Internal Audit:
Annual

>70,000 Data Points/Year/Engine



Engines

>1,000 Data Points/Year/Scrubber



Odor Control

>8,700 Data Points/Year/Boiler



Boilers

>4,300 Data Points/Year/Flare



Flares

>8,700 Data Points/Year/Station



Pump Stations

>8,700 Data Points/Year/Generator



Generators

Monitor >200 Units



Fleet/Maintenance

Air Permitting and Monitoring



Construction

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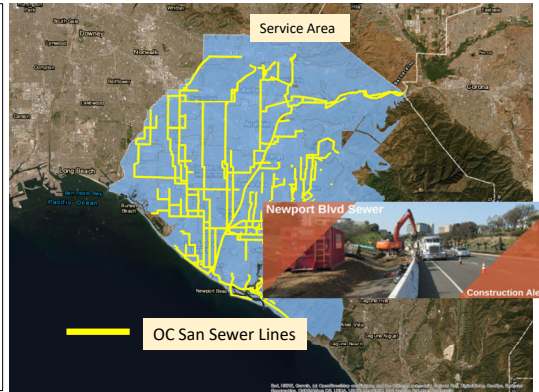
Stormwater and Sanitary Sewer Overflow Reporting

Regulatory Driver: NPDES (Stormwater Section), General Orders - SSSWDR and Construction Stormwater, UST/ABT regulations

Inspections: Frequent inspections

Reporting: Monthly reporting, and incident reporting

Internal Audit: Stormwater Annual and Sanitary Sewer System Biennial



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Working Smarter

- Collaboration with regulators
- Regulatory advocacy
- Internal audit program
- Interactive compliance and regulatory tracker dashboards



Environmental Compliance Awareness Program

- Status OK
- ▲ Status Warning
- Status Warning

Active Compliance Tasks Only

Area	Status	OK	Warning	Problem	Total
Air Quality	●	2	0	0	2
Biosolids	▲	5	1	0	6
Discharge Monitoring	●	2	0	0	2
Environmental Auditing	●	0	0	0	0
Hazardous Waste and Materials	●	2	0	0	2
Interplant Gas Line	●	0	0	0	0
Ocean Monitoring	●	6	0	0	6
Post Construction Mitigation	●	0	0	0	0
Resource Protection	●	0	0	0	0
Sanitary Sewer Overflows	●	0	0	0	0
Stormwater	●	1	0	0	1
Underground Storage Tanks	●	1	0	0	1

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Future Concerns and Collaborations

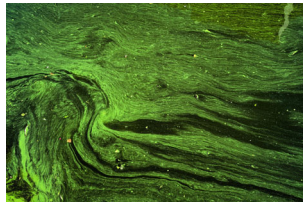


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Meet the Team in Action



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Questions

Tom Meregillano
Environmental Protection
Manager

Email:
Tmeregillano@ocsan.gov
Phone: (714) 593-7457



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ORANGE COUNTY SANITATION DISTRICT COMMON ACRONYMS

ACWA	Association of California Water Agencies	LOS	Level Of Service	RFP	Request For Proposal
APWA	American Public Works Association	MGD	Million Gallons Per Day	RWQCB	Regional Water Quality Control Board
AQMD	Air Quality Management District	MOU	Memorandum of Understanding	SARFPA	Santa Ana River Flood Protection Agency
ASCE	American Society of Civil Engineers	NACWA	National Association of Clean Water Agencies	SARI	Santa Ana River Interceptor
BOD	Biochemical Oxygen Demand	NEPA	National Environmental Policy Act	SARWQCB	Santa Ana Regional Water Quality Control Board
CARB	California Air Resources Board	NGOs	Non-Governmental Organizations	SAWPA	Santa Ana Watershed Project Authority
CASA	California Association of Sanitation Agencies	NPDES	National Pollutant Discharge Elimination System	SCADA	Supervisory Control And Data Acquisition
CCTV	Closed Circuit Television	NWRI	National Water Research Institute	SCAP	Southern California Alliance of Publicly Owned Treatment Works
CEQA	California Environmental Quality Act	O & M	Operations & Maintenance	SCAQMD	South Coast Air Quality Management District
CIP	Capital Improvement Program	OCCOG	Orange County Council of Governments	SOCWA	South Orange County Wastewater Authority
CRWQCB	California Regional Water Quality Control Board	OCHCA	Orange County Health Care Agency	SRF	Clean Water State Revolving Fund
CWA	Clean Water Act	OCSD	Orange County Sanitation District	SSMP	Sewer System Management Plan
CWEA	California Water Environment Association	OCWD	Orange County Water District	SSO	Sanitary Sewer Overflow
EIR	Environmental Impact Report	OOBS	Ocean Outfall Booster Station	SWRCB	State Water Resources Control Board
EMT	Executive Management Team	OSHA	Occupational Safety and Health Administration	TDS	Total Dissolved Solids
EPA	US Environmental Protection Agency	PCSA	Professional Consultant/Construction Services Agreement	TMDL	Total Maximum Daily Load
FOG	Fats, Oils, and Grease	PDSA	Professional Design Services Agreement	TSS	Total Suspended Solids
gpd	gallons per day	PFAS	Per- and Polyfluoroalkyl Substances	WDR	Waste Discharge Requirements
GWRS	Groundwater Replenishment System	PFOA	Perfluorooctanoic Acid	WEF	Water Environment Federation
ICS	Incident Command System	PFOS	Perfluorooctanesulfonic Acid	WERF	Water Environment & Reuse Foundation
IERP	Integrated Emergency Response Plan	POTW	Publicly Owned Treatment Works	WIFIA	Water Infrastructure Finance and Innovation Act
JPA	Joint Powers Authority	ppm	parts per million	WIIN	Water Infrastructure Improvements for the Nation Act
LAFCO	Local Agency Formation Commission	PSA	Professional Services Agreement	WRDA	Water Resources Development Act

ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

ACTIVATED SLUDGE PROCESS – A secondary biological wastewater treatment process where bacteria reproduce at a high rate with the introduction of excess air or oxygen and consume dissolved nutrients in the wastewater.

BENTHOS – The community of organisms, such as sea stars, worms, and shrimp, which live on, in, or near the seabed, also known as the benthic zone.

BIOCHEMICAL OXYGEN DEMAND (BOD) – The amount of oxygen used when organic matter undergoes decomposition by microorganisms. Testing for BOD is done to assess the amount of organic matter in water.

BIOGAS – A gas that is produced by the action of anaerobic bacteria on organic waste matter in a digester tank that can be used as a fuel.

BIOSOLIDS – Biosolids are nutrient rich organic and highly treated solid materials produced by the wastewater treatment process. This high-quality product can be recycled as a soil amendment on farmland or further processed as an earth-like product for commercial and home gardens to improve and maintain fertile soil and stimulate plant growth.

CAPITAL IMPROVEMENT PROGRAM (CIP) – Projects for repair, rehabilitation, and replacement of assets. Also includes treatment improvements, additional capacity, and projects for the support facilities.

COLIFORM BACTERIA – A group of bacteria found in the intestines of humans and other animals, but also occasionally found elsewhere, used as indicators of sewage pollution. E. coli are the most common bacteria in wastewater.

COLLECTIONS SYSTEM – In wastewater, it is the system of typically underground pipes that receive and convey sanitary wastewater or storm water.

CERTIFICATE OF PARTICIPATION (COP) – A type of financing where an investor purchases a share of the lease revenues of a program rather than the bond being secured by those revenues.

CONTAMINANTS OF POTENTIAL CONCERN (CPC) – Pharmaceuticals, hormones, and other organic wastewater contaminants.

DILUTION TO THRESHOLD (D/T) – The dilution at which the majority of people detect the odor becomes the D/T for that air sample.

GREENHOUSE GASES (GHG) – In the order of relative abundance water vapor, carbon dioxide, methane, nitrous oxide, and ozone gases that are considered the cause of global warming (“greenhouse effect”).

GROUNDWATER REPLENISHMENT SYSTEM (GWRS) – A joint water reclamation project that proactively responds to Southern California’s current and future water needs. This joint project between the Orange County Water District and OCSD provides 70 million gallons per day of drinking quality water to replenish the local groundwater supply.

LEVEL OF SERVICE (LOS) – Goals to support environmental and public expectations for performance.

N-NITROSODIMETHYLAMINE (NDMA) – A N-nitrosamine suspected cancer-causing agent. It has been found in the GWRS process and is eliminated using hydrogen peroxide with extra ultra-violet treatment.

NATIONAL BIOSOLIDS PARTNERSHIP (NBP) – An alliance of the NACWA and WEF, with advisory support from the EPA. NBP is committed to developing and advancing environmentally sound and sustainable biosolids management practices that go beyond regulatory compliance and promote public participation to enhance the credibility of local agency biosolids programs and improved communications that lead to public acceptance.

PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) – A large group (over 6,000) of human-made compounds that are resistant to heat, water, and oil and used for a variety of applications including firefighting foam, stain and water-resistant clothing, cosmetics, and food packaging. Two PFAS compounds, perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) have been the focus of increasing regulatory scrutiny in drinking water and may result in adverse health effects including developmental effects to fetuses during pregnancy, cancer, liver damage, immunosuppression, thyroid effects, and other effects.

PERFLUOROCTANOIC ACID (PFOA) – An ingredient for several industrial applications including carpeting, upholstery, apparel, floor wax, textiles, sealants, food packaging, and cookware (Teflon).

PERFLUOROCTANESULFONIC ACID (PFOS) – A key ingredient in Scotchgard, a fabric protector made by 3M, and used in numerous stain repellents.

PLUME – A visible or measurable concentration of discharge from a stationary source or fixed facility.

PUBLICLY OWNED TREATMENT WORKS (POTW) – A municipal wastewater treatment plant.

SANTA ANA RIVER INTERCEPTOR (SARI) LINE – A regional brine line designed to convey 30 million gallons per day of non-reclaimable wastewater from the upper Santa Ana River basin to the ocean for disposal, after treatment.

SANITARY SEWER – Separate sewer systems specifically for the carrying of domestic and industrial wastewater.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) – Regional regulatory agency that develops plans and regulations designed to achieve public health standards by reducing emissions from business and industry.

SECONDARY TREATMENT – Biological wastewater treatment, particularly the activated sludge process, where bacteria and other microorganisms consume dissolved nutrients in wastewater.

SLUDGE – Untreated solid material created by the treatment of wastewater.

TOTAL SUSPENDED SOLIDS (TSS) – The amount of solids floating and in suspension in wastewater.

ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

TRICKLING FILTER – A biological secondary treatment process in which bacteria and other microorganisms, growing as slime on the surface of rocks or plastic media, consume nutrients in wastewater as it trickles over them.

URBAN RUNOFF – Water from city streets and domestic properties that carry pollutants into the storm drains, rivers, lakes, and oceans.

WASTEWATER – Any water that enters the sanitary sewer.

WATERSHED – A land area from which water drains to a particular water body. OCSD's service area is in the Santa Ana River Watershed.