



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

Governor Newsom signed Assembly Bill (AB) 361 on September 16, 2021, which, in part, addresses the conduct of public meetings in light of the continued State of Emergency order.

Effective October 1, 2021, AB 361 suspends the requirements located in California Government Code, Section 54953, Subdivision (b), Paragraph (3) specifically pertaining to the conduct of public meetings. As such, the Orange County Sanitation District (OC San) Board of Directors has determined that due to the size of OC San's Board of Directors (25), and the health and safety of the members, the Board of Directors will be participating in meetings of the Board telephonically and via Internet accessibility.

### **PUBLIC PARTICIPATION**

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

#### **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: 354 766 562#

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.**

## **VIEW THE MEETING ONLINE ONLY**

The meeting will be available for online viewing only at:

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

## **HOW TO SUBMIT A COMMENT**

You may provide verbal comment in real time during the meeting. In order to provide a verbal comment, please raise your hand as described above or alert the Clerk of the Board before or during the public comment period.

You may also 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](mailto: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.

## **TECHNICAL SUPPORT PRIOR TO AND DURING MEETINGS**

For technical assistance before and during the meeting, please call 714-593-7431. For any other questions and/or concerns, please contact the Clerk of the Board's office at 714-593-7433. Thank you, in advance, for your patience in working with these technologies. We appreciate your interest in OC San!

October 26, 2022

**NOTICE OF REGULAR MEETING**

**OPERATIONS COMMITTEE  
ORANGE COUNTY SANITATION DISTRICT**

**Wednesday, November 2, 2022 – 5:00 P.M.**

**ACCESSIBILITY FOR THE GENERAL PUBLIC**

**Your participation is always welcome. Specific information as to how to participate in this meeting is detailed in the Special Notice attached to this agenda. In general, OC San offers several ways in which to interact during meetings: you may 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, November 2, 2022 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
11/02/22	<b>11/16/22 *</b>
12/07/22	<b>12/21/22 *</b>
<b>JANUARY DARK</b>	01/25/23
02/01/23	02/22/23
03/01/23	03/22/23
04/05/23	04/26/23
05/03/23	05/24/23
06/07/23	06/28/23
07/05/23	07/26/23
<b>AUGUST DARK</b>	08/23/23
09/06/23	09/27/23
10/04/23	10/25/23

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

## ROLL CALL

### OPERATIONS COMMITTEE Engineering and Operations & Maintenance

Meeting Date: November 2, 2022

Time: 5:00 p.m.

Adjourn: \_\_\_\_\_

#### **COMMITTEE MEMBERS (14)**

Brooke Jones (Chair)	
Marshall Goodman (Vice-Chair)	
Stephen Faessel	
Johnathan Ryan Hernandez	
Steve Jones	
Sandra Massa-Lavitt	
Paulo Morales	
Kim Nichols	
Bob Ooten	
Jesus J. Silva	
Donald P. Wagner	
Chad Zimmerman	
Chad Wanke (Board Chair)	
Ryan Gallagher (Board Vice-Chair)	

#### **OTHERS**

Brad Hogin, General Counsel	

#### **STAFF**

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

**ORANGE COUNTY SANITATION DISTRICT**  
**BOARD OF DIRECTORS**  
**Complete Roster**

Effective 10/19/2022

<b>AGENCY/CITIES</b>	<b>ACTIVE DIRECTOR</b>	<b>ALTERNATE DIRECTOR</b>
Anaheim	Stephen Faessel	Gloria Ma'ae
Brea	Glenn Parker	Cecilia Hupp
Buena Park	Art Brown	Connor Traut
Cypress	Paulo Morales	Anne Hertz-Mallari
Fountain Valley	Patrick Harper	Ted Bui
Fullerton	Jesus J. Silva	Nick Dunlap
Garden Grove	Steve Jones	John O'Neill
Huntington Beach	Kim Carr	Dan Kalmick
Irvine	Anthony Kuo	Farrah N. Khan
La Habra	Rose Espinoza	Steve Simonian
La Palma	Marshall Goodman	Nitesh Patel
Los Alamitos	VACANT	Jordan Nefulda
Newport Beach	Brad Avery	Joy Brenner
Orange	Kim Nichols	Chip Monaco
Placentia	Chad Wanke	Ward Smith
Santa Ana	Johnathan Ryan Hernandez	Nelida Mendoza
Seal Beach	Sandra Massa-Lavitt	Schelly Sustarsic
Stanton	David Shawver	Carol Warren
Tustin	Ryan Gallagher	Austin Lumbard
Villa Park	Chad Zimmerman	Robert Collacott

**Sanitary/Water Districts**

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

**County Areas**

Board of Supervisors	Donald P. Wagner	Doug Chaffee
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**OPERATIONS COMMITTEE**  
**Regular Meeting Agenda**  
**Wednesday, November 2, 2022 - 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](http://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 AUDIO:** An audio 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](mailto:klore@ocsan.gov) at least 14 days before the meeting.

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

General Manager: Jim Herberg, [jherberg@ocsan.gov](mailto:jherberg@ocsan.gov) / (714) 593-7300  
Asst. General Manager: Lorenzo Tyner, [ltyner@ocsan.gov](mailto:ltyner@ocsan.gov) / (714) 593-7550  
Asst. General Manager: Rob Thompson, [rthompson@ocsan.gov](mailto:rthompson@ocsan.gov) / (714) 593-7310  
Director of Human Resources: Celia Chandler, [cchandler@ocsan.gov](mailto:cchandler@ocsan.gov) / (714) 593-7202  
Director of Engineering: Kathy Millea, [kmillea@ocsan.gov](mailto:kmillea@ocsan.gov) / (714) 593-7365  
Director of Environmental Services: Lan Wiborg, [lwiborg@ocsan.gov](mailto:lwiborg@ocsan.gov) / (714) 593-7450  
Director of Operations & Maintenance: Riaz Moinuddin, [rmoinuddin@ocsan.gov](mailto: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****[2022-2583](#)****RECOMMENDATION:**

Approve Minutes of the Regular Meeting of the Operations Committee held October 5, 2022.

**Originator:** Kelly Lore



**Attachments:** [Agenda Report](#)  
[10-05-2022 Operations Committee Minutes](#)

**2. SONAR INSPECTION OF LARGE-DIAMETER SEWERS AND SIPHONS [2022-2562](#)**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a General Services Contract to Pipe and Plant Solutions, Inc. to provide Sonar Inspection Services, Specification No. S-2022-1327, for a total amount not to exceed \$344,949; and
- B. Approve a contingency of \$34,495 (10%).

**Originator:** Riaz Moinuddin

**Attachments:** [Agenda Report](#)  
[General Services Contract](#)

**3. PURCHASE OF SODIUM HYPOCHLORITE (BLEACH SOLUTION) FOR ODOR CONTROL AND PLANT WATER DISINFECTION IN THE TREATMENT PLANTS [2022-2563](#)**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Chemical Supplier Agreement to Olin Corporation dba Olin Chlor Alkali Products and Vinyls for the purchase of Sodium Hypochlorite (Bleach), Specification No. C-2022-1346BD, for the period beginning December 1, 2022 through May 31, 2023 for a unit price of \$1.728 per gallon delivered, plus applicable sales and excise tax, for a total estimated cost of \$632,708;
- B. Approve the option to renew the Chemical Supplier Agreement over a five-year period, expiring November 30, 2027, with renewal terms not to exceed a 12-month term; and
- C. Approve renewal adjustments of unit pricing with a not to exceed unit price of \$2.16/gallon (25%).

**Originator:** Riaz Moinuddin

**Attachments:** [Agenda Report](#)  
[Chemical Supplier Agreement C-2022-1346BD](#)

**4. CONSTRUCTION OUTREACH SUPPORT SERVICES**[2022-2565](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Professional Consultant Services Agreement with Katz & Associates, Inc. to provide Construction Outreach Support Services, Specification No. CS-2022-1329BD, for a total amount not to exceed \$450,000 for a three-year term;
- B. Approve a contingency of \$45,000 (10%) for the first three-year term;
- C. Approve two (2) one-year optional renewals for an annual amount not to exceed \$150,000 per year; and
- D. Approve an annual contingency of \$15,000 (10%) for each optional year.

**Originator:** Kathy Millea

**Attachments:** [Agenda Report](#)  
[Professional Consultant Services Agreement](#)

**5. QUARTERLY ODOR COMPLAINT REPORT**[2022-2574](#)

RECOMMENDATION:

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

**Originator:** Riaz Moinuddin

**Attachments:** [Agenda Report](#)  
[FY 2022-23 1st Qtr Odor Complaint Report](#)

**6. REPLACEMENT OF GAS FLARE PIPING AT PLANT NO. 2**[2022-2575](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Purchase Order to Vicon Enterprise, Inc. for replacement of digester gas piping to three gas flares at Plant No. 2, Specification No. S-2022-1365BD, for a total amount not to exceed \$ 285,000; and
- B. Approve a contingency of \$ 28,500 (10%).

**Originator:** Riaz Moinuddin

**Attachments:** [Agenda Report](#)

**NON-CONSENT:****7. CENGEN COOLING WATER PIPE REPLACEMENT AT PLANT NO. 2, [2022-2532](#)  
PROJECT NO. FE20-04**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Cengen Cooling Water Pipe Replacement at Plant No. 2, Project No. FE20-04;
- B. Award a Construction Contract to Innovative Construction Solutions, Inc. for Cengen Cooling Water Pipe Replacement at Plant No. 2, Project No. FE20-04, for a total amount not to exceed \$3,487,600; and
- C. Approve a contingency of \$348,760 (10%).

**Originator:** Kathy Millea

**Attachments:** [Agenda Report](#)  
[FE20-04 Construction Contract Agreement](#)  
[Presentation - FE20-04 Construction Award](#)

**8. SEAL BEACH PUMP STATION REPLACEMENT, PROJECT NO. 3-67 [2022-2528](#)**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a project budget increase of \$13,000,000 for Seal Beach Pump Station Replacement, Project No. 3-67, for a new total project budget of \$100,000,000; and
- B. Approve a contingency increase of \$155,183 (2.6%) to the existing Professional Design Services Agreement with Lee & Ro, Inc. for Seal Beach Pump Station Replacement, Project No. 3-67, for a new total contingency amount of \$749,968 (12.6%).

**Originator:** Kathy Millea

**Attachments:** [Agenda Report](#)  
[Presentation - Seal Beach Pump Station Replacement 3-67](#)

**INFORMATION ITEMS:****9. HUMAN RESOURCES DEPARTMENT OVERVIEW [2022-2197](#)**

RECOMMENDATION:

Information Item.

**Originator:** Celia Chandler

**Attachments:** [Agenda Report](#)  
[Presentation - HR Department Update](#)

**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 Committee meeting until the Regular Meeting of the Operations Committee on December 7, 2022 at 5:00 p.m.



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2583

**Agenda Date:** 11/2/2022

**Agenda Item No:** 1.

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

**SUBJECT:**

**APPROVAL OF MINUTES**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION:

Approve Minutes of the Regular Meeting of the Operations Committee held October 5, 2022.

**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 21-04

**ATTACHMENT**

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

- Minutes of the Operations Committee meeting held October 5, 2022



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**CALL TO ORDER**

A regular meeting of the Operations Committee of the Orange County Sanitation District was called to order by Committee Chair Brooke Jones on Wednesday, October 5, 2022 at 5:00 p.m. in the Administration Building of the Orange County Sanitation District. Chair Jones stated that the meeting was being held telephonically and via Internet accessibility in accordance with new provisions in California Government Code Section 54953 and Resolution No. OC SAN 22-32, due to the continued State of Emergency Order. Chair Jones led the flag salute.

**ROLL CALL AND DECLARATION OF QUORUM:**

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

- PRESENT:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke
- ABSENT:** Donald Wagner and Chad Zimmerman

**STAFF PRESENT:** Kelly Lore, Clerk of the Board, and Joshua Martinez were present in the Board Room. Jim Herberg, General Manager; Rob Thompson, Assistant General Manager; Lorenzo Tyner, Assistant General Manager; Celia Chandler, Director of Human Resources; Kathy Millea, Director of Engineering; Riaz Moinuddin, Director of Operations and Maintenance; Lan Wiborg, Director of Environmental Services; Jennifer Cabral; Tanya Chong; Mike Dorman; Justin Fenton; John Frattali; Marianne Klein; Tina Knapp; Laura Maravilla; Victoria Pilko; Valerie Ratto; Wally Ritchie; Kevin Schuler; Thomas Vu; Eros Yong; and Ruth Zintzun were in attendance telephonically.

**OTHERS PRESENT:** Brad Hogin, General Counsel, was in attendance telephonically.

**PUBLIC COMMENTS:**

None.

**REPORTS:**

Chair Jones and General Manager Jim Herberg did not provide reports.

**CONSENT CALENDAR:****1. APPROVAL OF MINUTES**[2022-2545](#)**Originator:** Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular Meeting of the Operations Committee held September 7, 2022.

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke**NOES:** None**ABSENT:** Donald Wagner and Chad Zimmerman**ABSTENTIONS:** None**2. EDINGER PUMP STATION REPLACEMENT, PROJECT NO. 11-33**[2022-2222](#)**Originator:** Kathy Millea

MOVED, SECONDED, AND DULY CARRIED TO:

Approve a Purchase, Sale and Replacement of Easement Agreement between the Orange County Sanitation District and the Orange County Flood Control District for the Construction of Edinger Pump Station Replacement, Project No. 11-33, for an amount not to exceed \$47,907.

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke**NOES:** None**ABSENT:** Donald Wagner and Chad Zimmerman**ABSTENTIONS:** None**3. PURCHASE AND DELIVERY OF EMERGENCY LOX BACKUP SYSTEM AT PLANT NO. 2**[2022-2493](#)**Originator:** Riaz Moinuddin

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

A. Approve a Purchase Order Contract to Cryo-Lease for the purchase and delivery of Emergency LOX Backup System, Specification No. E-2022-1348BD, for a total amount not to exceed \$358,000, plus applicable sales tax; and

B. Approve a contingency of \$35,800 (10%).

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke

**NOES:** None

**ABSENT:** Donald Wagner and Chad Zimmerman

**ABSTENTIONS:** None

**4. PLANT NO. 1 AIR COMPRESSOR AND VACUUM PUMP REPLACEMENT**

[2022-2530](#)

**Originator:** Riaz Moinuddin

MOVED, SECONDED, AND DULY CARRIED TO:

Approve a Sole Source Purchase Order to Quincy Compressor for air compressor and vacuum pump system replacement for the Plant No. 1 Laboratory Building, for a total amount not to exceed \$106,750, plus applicable sales tax and freight.

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke

**NOES:** None

**ABSENT:** Donald Wagner and Chad Zimmerman

**ABSTENTIONS:** None

**5. SERVICE AGREEMENT FOR CENTRAL GENERATION CONTINUOUS EMISSIONS MONITORING SYSTEMS**

[2022-2539](#)

**Originator:** Riaz Moinuddin

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

A. Approve a Sole Source General Services Contract with CEMTEK Environmental for Central Generation Automation/Continuous Emissions Monitoring Systems (CEMS) Maintenance Services (Specification No. CEMS22-27) at both Central Generation facilities for a five-year period beginning November 23, 2022 through November 22, 2027, for a total amount not to exceed \$667,500; and

B. Approve a contingency of \$66,750 (10%).



**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke

**NOES:** None

**ABSENT:** Donald Wagner and Chad Zimmerman

**ABSTENTIONS:** None

**6. IMPELLER PUMPS FOR GRIT HANDLING AT PLANT NO. 2 HEADWORKS**

[2022-2465](#)

**Originator:** Riaz Moinuddin

MOVED, SECONDED, AND DULY CARRIED TO:

A. Approve a Sole Source Purchase Order to Flo-Systems, Inc. for the procurement of two Trillium Pumps USA Inc., WEMCO Impeller Pumps for Plant No. 2 Headworks for a total amount not to exceed \$128,265, plus applicable sales tax and shipping; and

B. Approve a contingency of \$12,826 (10%).

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke

**NOES:** None

**ABSENT:** Donald Wagner and Chad Zimmerman

**ABSTENTIONS:** None

**NON-CONSENT:**

**7. EDINGER PUMP STATION REPLACEMENT, PROJECT NO. 11-33**

[2022-2328](#)

**Originator:** Kathy Millea

Director of Engineering Kathy Millea provided a brief introduction to the item and introduced Engineering Supervisor Valerie Ratto who provided a PowerPoint presentation regarding the issues of the existing pump station. Ms. Ratto and Ms. Millea responded to questions regarding an alternate location site, underground vs. above ground pumping, and cost escalation.

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

- A. Approve a Professional Design Services Agreement with Arcadis U.S., Inc. to provide engineering services for Edinger Pump Station Replacement, Project No. 11-33, for an amount not to exceed \$3,125,590; and
- B. Approve a contingency of \$312,560 (10%).

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Jesus Silva and Chad Wanke

**NOES:** Robert Ooten

**ABSENT:** Donald Wagner and Chad Zimmerman

**ABSTENTIONS:** None

**8. GREENVILLE TRUNK IMPROVEMENTS, PROJECT NO. 1-24**

[2022-2332](#)

**Originator:** Kathy Millea

Engineering Supervisor Marianne Kleine provided a PowerPoint presentation which provided an overview on the issues regarding the capacity deficiency, condition, oversized siphons, and access issues of the existing trunk and manholes; the solution to up size the new trunk sewer; and the selection process for the engineering services agreement.

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

- A. Approve a Professional Design Services Agreement with Brown and Caldwell to provide engineering services for Greenville Trunk Improvements, Project No. 1-24, for an amount not to exceed \$4,730,000; and
- B. Approve a contingency of \$473,000 (10%).

**AYES:** Brooke Jones, Ryan Gallagher, Marshall Goodman, Stephen Faessel, Johnathan Ryan Hernandez, Steve Jones, Sandra Massa-Lavitt, Paulo Morales, Kim Nichols, Robert Ooten, Jesus Silva and Chad Wanke

**NOES:** None

**ABSENT:** Donald Wagner and Chad Zimmerman

**ABSTENTIONS:** None

**INFORMATION ITEMS:**

**9. HUMAN RESOURCES: RISK MANAGEMENT**

[2022-2196](#)

**Originator:** Celia Chandler

Director of Human Resources Celia Chandler introduced Safety and Health Supervisor John Frattali who presented a PowerPoint presentation regarding Risk Management's core business functions including safety and health, emergency management, and physical security; and also provided a list of safety awards and recognition received in the last year.

ITEM RECEIVED AS AN:

Information Item.

**10. HEADQUARTERS COMPLEX AT PLANT NO. 1, PROJECT NO. [2022-2543](#)  
P1-128A - QUARTERLY UPDATE**

**Originator:** Kathy Millea

Ms. Millea provided a PowerPoint presentation regarding the Headquarters Complex Project at Plant No. 1 which included an overview of the site plan, the building layout, an update of the progress made, as well as a look into the mass timber diagrid, a breakdown of those involved, a brief overview of the project timber and steel, upcoming activities, and the project status which included an overview of the budget and schedule. Lastly, Ms. Millea provided a quick tutorial on how to access the live camera footage.

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 Jones declared the meeting adjourned at 6:08 p.m. to the next Regular Operations Committee meeting to be held on Wednesday, November 2, 2022 at 5:00 p.m.

Submitted by:

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Kelly A. Lore, MMC  
Clerk of the Board



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2562

**Agenda Date:** 11/2/2022

**Agenda Item No:** 2.

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**FROM:** James D. Herberg, General Manager  
Originator: Riaz Moinuddin, Director of Operations & Maintenance

**SUBJECT:**

### **SONAR INSPECTION OF LARGE-DIAMETER SEWERS AND SIPHONS**

#### **GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a General Services Contract to Pipe and Plant Solutions, Inc. to provide Sonar Inspection Services, Specification No. S-2022-1327, for a total amount not to exceed \$344,949; and
- B. Approve a contingency of \$34,495 (10%).

#### **BACKGROUND**

Orange County Sanitation District (OC San) maintains more that 350 miles of gravity sewer pipes in its service area which are cleaned on a scheduled basis consistent with OC San's Sewer System Management Plan (SSMP). Line segments range in size from 8 inches to 120 inches. Depending on the pipe size and historical issues, cleaning frequencies have been developed and range from every 4 weeks to once every 5 years.

For smaller diameter pipes ranging from 8 inches to 18 inches, cleaning is conducted primarily through hydraulic flushing and vacuuming using a combination sewer cleaning vehicle. For medium diameter pipes ranging from 21 inches to 42 inches, pipes are cleaned mechanically using a cable tethered tire to act as a moving hydraulic scouring plug. Pipes greater than 42 inches are generally designed to be "self cleaning" by creating internal flow velocities that scour potential sediment. These pipes require special cleaning techniques such as flow diversions to increase flow velocity, specialized hydraulic cleaning systems, or human entry depending on the specific situation.

In 2020, a hydraulic analysis of large-diameter sewers and inverted siphons was performed to verify these sewers maintained adequate scour velocity in current flow conditions. At the same time, large diameter lines with known or suspected low flow velocities were inspected with a sonar device for pipe defects or sediment buildup below the water surface. The pilot inspection results provided information for sewer cleaning frequency recommendations; however, not all low velocity sewers were inspected with this sonar technology. In 2021, the hydraulic analysis was revised to consider wet weather conditions and to generate an updated list of large sewers that would benefit from sonar

inspection. A new scope of work was developed to solicit inspection services and complete the remaining inspections.

### **RELEVANT STANDARDS**

- Ensure the public's money is wisely spent
- Protect OC San's assets
- Commitment to safety & reducing risk in all operations

### **PROBLEM**

Large diameter (greater than 42 inches in diameter) sewers are not regularly cleaned by OC San and are typically assumed to be self-cleaning by design of proper scouring velocity. There exists the potential for unknown quantities of debris below the water line in large-diameter sewers with lower flow velocities, which may pose various risks, such as sanitary sewer overflow (SSO), grit removal overloading, and treatment plant inundation. Current cleaning methods may not be effective due to unknown conditions in the pipe.

### **PROPOSED SOLUTION**

Based on the updated hydraulic model, perform sonar inspection of large-diameter sewers and inverted siphons with a higher probability of debris and sediment build-up. The efforts will reveal debris which may exist below the water surface, and help staff develop better strategies for managing debris and sediment build-up, including optimizing the cleaning of these assets.

### **TIMING CONCERNS**

Staff would like to ensure that an unknown condition of debris build-up in the OC San collection system does not exist. The risk of an SSO or high debris event at the treatment plants could exist. For example, in August 2021, Plant No. 2 received a high amount of debris and rags, which overloaded the headworks grit handling system. Several collections and treatment plants rehabilitation projects depend on predictable flow patterns.

### **RAMIFICATIONS OF NOT TAKING ACTION**

Delaying this inspection increases the risk of an SSO or debris overloading the treatment plants. Resources will not be expended effectively by cleaning large-diameter sewers and inverted siphons on the identified list and could be subsequently recategorized as self-cleansing post-inspection results.

### **PRIOR COMMITTEE/BOARD ACTIONS**

N/A

**ADDITIONAL INFORMATION**

California Waste Discharge Requirements require OC San to have a SSMP. This plan contains a sub-plan known as the Preventive Maintenance Program. Effective sewer pipe cleaning and assessment is a stated action in the plan that must be adhered to in order to remain compliant with the state regulation.

A Notice Inviting Bids was issued on June 20, 2022 via Planetbids and closed on July 27, 2022. Three bids were received; below is the list of firms who submitted a bid:

<b>Vendor</b>	<b>Bid</b>	<b>Determination</b>
Pipe and Plant Solutions, Inc.	\$344,949	Responsive
RedZone Robotics, Inc.	\$675,000	Responsive
National Plant Services, Inc.	\$827,351	Responsive

Based on these results, staff recommends awarding a General Services Contract to Pipe and Plant Solutions, Inc. for a total amount not to exceed \$344,949.

**CEQA**

N/A

**FINANCIAL CONSIDERATIONS**

This request complies with the authority levels of OC San's Purchasing Ordinance. This item is budgeted in FY 2022-23 Budget Line item: Section 6, Page 76. Project contingency funds will not be used for this.

<b><u>Date of Approval</u></b>	<b><u>Contract Amount</u></b>	<b><u>Contingency</u></b>
11/16/2022	\$344,949	\$34,495 (10%)

**ATTACHMENT**

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

- General Services Contract

**GENERAL SERVICES CONTRACT**  
**Sonar Inspection of Large Diameter Sewers and Siphons**  
**Specification No. S-2022-1327**

This GENERAL 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 Pipe and Plant Solutions, Inc. (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, OC San desires to retain the services of Contractor for sonar inspection of large diameter sewers and siphons ("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-56; and

WHEREAS, on November 16, 2022, 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, in order of precedence, are incorporated by reference and made part of this Contract.  
  
Exhibit "A" – Scope of Work  
Exhibit "B" – Proposal and Cost Matrix  
Exhibit "C" – Determined Insurance Requirement Form  
Exhibit "D" – Contractor Safety Standards  
Exhibit "E" – Human Resources Policies
- 1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.
- 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 acquisition of the Services by OC San.
- 1.5 Work Hours: Shall be as specified in Exhibit "A."
- 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 perform 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.
- 2.3 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.
- 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 within one hundred sixty-five (165) calendar days 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.

**4. Compensation.**

- 4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed Three Hundred Forty-four Thousand, Nine Hundred Forty-nine Dollars (\$344,949.00).
- 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 Exhibit "A" at the prices identified in 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 Services have been satisfactorily completed.

5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to [APStaff@OCSan.gov](mailto:APStaff@OCSan.gov). In the subject line include "INVOICE" and the Purchase Order Number.

**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.

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.

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. **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 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.
13. **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.

14. **Subcontracting and Assignment.** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
15. **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.
16. **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.
17. **Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
18. **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.
19. **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.
20. **Regulatory Requirements.** Contractor shall perform all work under this Contract 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.
21. **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.
22. **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.

**23. Dispute Resolution.**

23.1 In the event of a dispute as to the construction or interpretation of this Contract, 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.

23.2 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 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 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. Remedies.** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods and 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 goods 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 goods and Services and the Contract price, together with any incidental or consequential damages.

**25. 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.

**26. Termination.**

26.1 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.

26.2 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.

26.3 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.

26.4 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.

27. **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.

28. **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.

29. **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.

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

31. **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.

32. **Notices.**

32.1 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: Donald Herrera  
Senior Buyer  
Orange County Sanitation District  
10844 Ellis Avenue  
Fountain Valley, CA 92708  
DHerrera@OCSan.gov

Contractor: William Gilmartin IV  
President  
Pipe and Plant Solutions, Inc.  
600 Castro Street  
San Leandro, CA 94557  
BGilmartin@PipeandPlant.com

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

33. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.
34. **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.
35. **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: \_\_\_\_\_

Kelly A. Lore  
Clerk of the Board

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Ruth Zintzun  
Purchasing & Contracts Manager

**PIPE AND PLANT SOLUTIONS, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title of Officer

CMM

**Exhibit “A”**  
**SCOPE OF WORK**

**EXHIBIT A**  
**SCOPE OF WORK**  
**Sonar Inspection of Large Diameter Sewers and Siphons**  
**SPECIFICATION NO. S-2022-1327**

1. **Background** – Orange County Sanitation District (OC San) is a public agency responsible for collecting, treating, and safely disposing of wastewater and its residuals for a population of 2.5 million inhabitants. This includes a collection system with approximately 364 miles of gravity sewers and 4 miles of inverted siphons. The purpose of this project is to perform sonar inspections of various large diameter sewers and siphons.

2. **General Description of the Work**

The work under this Contract is generally described by the following items:

A. **Sonar Inspection** – Provide sonar inspection of all pipeline segments included in Appendix A-1 and Appendix A-2 using high-resolution sonar units. Sonar units may be skid, float, or robotic tractor mounted and the best-suited configuration shall be selected for the pipe being inspected. Typical scan rate shall be two (2) to four (4) scans per foot.

If during the sonar inspection, the Contractor encounters a condition where public safety is threatened (such as, but not limited to, a pipe hole, pipe collapse, stoppage, blockage, and/or eminent sewer spill) the Contractor shall notify OC San's Control Center immediately at 714-593-7025.

If during the sonar inspection equipment is inside the sewer and cannot be retrieved, the Contractor shall not excavate the pipe to retrieve it without approval from OC San. Contractor shall inform the OC San Project Manager or designee immediately and submit a retrieval plan for approval. It is the Contractor's responsibility to remove the equipment and ensure that the sewer is not damaged.

Whenever non-remote powered and controlled winches are used to pull the equipment through a pipeline, telephone, radios, or other suitable means of communication shall be set up between the two (2) manholes of the section being inspected to ensure that adequate communication exists between members of the crew.

B. The Contractor shall visit all sites prior to performing sonar inspections. In areas requiring OC San support, Contractor shall request access from OC San at least two (2) weeks before inspecting said areas.

C. The Contractor shall reseal all currently sealed manhole covers with duct seal Cal Pico #CD-5, or equal, within twenty-four (24) hours after work is completed. OC San will provide the Contractor with the sealing material.

**Deliverables**

Draft summary reports for each pipeline segment inspection and associated digital photos/imagery, database file(s), etc. shall be provided to OC San within fourteen (14) calendar days of all inspections being completed. After receipt of all deliverables, OC San shall review and provide any comments to Contractor. Contractor shall address all OC San comments and return finalized summary reports within fourteen (14) calendar days of receiving OC San comments.

Summary reports shall include, at a minimum:

- a) Single PDF file for each pipeline segment inspected
- b) A summary page of the inspection with a table showing Manhole Numbers, Distance Profiled (feet), Debris (cubic feet), Average Water Level (inches) and Pipe Diameter (inches).
- c) A report for each pipeline that shall include:
  - a. A summary table showing observations along the length of inspection, including average debris depth (inches) and debris volume (cubic feet)
  - b. A profile graph showing Debris Height and Water Height along the pipeline length.
  - c. Inspection date
  - d. Inspection time
  - e. Contractor name
  - f. Operator name
  - g. Street name or location
  - h. Manhole number upstream
  - i. Manhole number downstream
  - j. Survey direction (downstream/upstream)
  - k. Pipe size
  - l. Pipe material
  - m. Pipe slope
  - n. Photos and graphics
  - o. Observation descriptions
  - p. Clock position of noted observations
  - q. Associated data
- d) For each pipeline segment, a single PDF file containing the summary page and inspection report shall be provided.
- e) Reports missing any of the above data will be rejected and shall be revised at no additional cost to OC San. If field work is required to correct the reports, it shall be done at no additional cost to OC San.

3. **Project Schedule and Progress Payments** –The Contractor shall submit a project schedule to the OC San Project Manager for approval. A suggested schedule is provided below but may be updated with the approval of the OC San Project Manager.

<b>Milestones/Timeline</b>	<b>Deadline Kick-Off/Notice to Proceed (NTP)</b>	<b>Review Period (Calendar days)</b>	<b>Cumulative Calendar Days</b>	<b>Milestone Payment</b>
<b>Kick-Off Meeting</b>	Day of NTP	N/A	1 day	N/A
<b>Mobilization</b>	Within 14 days of NTP	N/A	14 days	N/A
<b>Progress Meeting</b>	Within 60 days of NTP	N/A	60 days	N/A
<b>Submit Draft Deliverables</b>	Within 105 days of NTP	30 days	135 days	60%
<b>Review Meeting</b>	Within 135 days of NTP	N/A	135 days	N/A
<b>Submit Final Deliverables</b>	Within 165 days of NTP	N/A	165 days	40%

4. **Contractor Requirements**

The Contractor's supervisor(s) must be able to communicate both verbally and in writing with OC San staff as well as with his or her crew. All work and equipment utilized shall conform to FED-OSHA and Cal/OSHA Title 8 requirements including, but not limited to, work performed in confined spaces and/or gas hazardous environments. Contractor shall also comply with OC San's Contractor Safety Standards.

5. **Permits and Access** – Contractor shall prepare permit applications, submit permit applications, and acquire all permits required by Federal, State, County, and/or City for all aspects of the work performed within their jurisdiction including but not limited to traffic control and encroachment permits. Any and all fees required by Federal, State, County, and/or local laws, codes, and/or tariffs that pertain to work performed under the terms of this Contract shall be paid by the Contractor. Fees demanded for obtaining permits, including associated inspection fees and expenses of regulatory body inspectors shall be paid by the Contractor.

The Contractor shall visit all sites prior to performing sonar inspections. In areas requiring OC San support, Contractor shall request access from OC San at least two (2) weeks before inspecting said areas.

6. **Work Hours / Noise Requirements** – Typical work hours are identified as 7:00am to 4:30pm Monday through Thursday. However, some inspections will require the Contractor to work schedules outside of the normal OC San business hours during nights or weekends due to traffic conditions or permit requirements. Contractor's rate shall be applicable to all work hours.

Cities, the County, and the State may impose limited work hours and nighttime schedules to accomplish the assigned work tasks. Contractor is required to work within jurisdictional permits and to provide necessary equipment to meet local noise restrictions that may be imposed. Typical levels shall not exceed 50 decibels (dBA) measured at any residential property.

7. **Traffic Control** – All traffic control shall be in accordance with the latest Caltrans Manual on Uniform Traffic Control Devices (MUTCD). Additional local regulations shall have precedence. Safe and adequate pedestrian, bicyclist and vehicular access shall be provided in accordance with Section 600 of the Standard Specifications for Public Works Construction (The "Greenbook"), 2021 Edition.

Some locations involve working near a live railroad. If the worksite cannot be maintained to OC San's easement a separate access permit would be needed from the railroad right-of-way owner and shall be obtained by Contractor at no additional cost to OC San.

8. **Confined Space Procedure** – Manhole entry shall be coordinated with and approved by OC San's Risk Management-Safety Division prior to any entry being made. The applicable regulations include compliance with State and Federal OSHA requirements and OC San's Contractor Safety Standards. The Contractor shall provide a ventilation plan and confined space entry permit if confined space entry is required.

9. **OC SAN Equipment and Labor** – OC San equipment and labor, except for OC San's Project Manager or designee to monitor the work, shall not be utilized at any time by the

Contractor.

10. **Spill Reporting and Handling** – In the event of any Contractor related overflow or interruption/backup of residential service, the Contractor shall immediately notify OC San’s Control Center at (714) 593-7025 and shall contain and eliminate the overflow.

The Contractor shall be responsible for any fines levied by others, reimbursement of any agency incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to OC San customers as a result of Contractor’s work. In addition, Contractor is responsible for any and all costs incurred by the customers.

11. **Staff Assistance**

The Contractor will be assigned a single point of contact for this Contract (“OC San Project Manager”). Any meetings and/or correspondence related to this Contract shall be scheduled and approved by the OC San Project Manager or designee.

Contractor shall coordinate with OC San Project Manager or designee all nighttime work. OC San shall provide notifications to the public for nighttime work as required.

**Appendix A-1: Sonar Locations, Approximate Flows, and Cleaning Information**

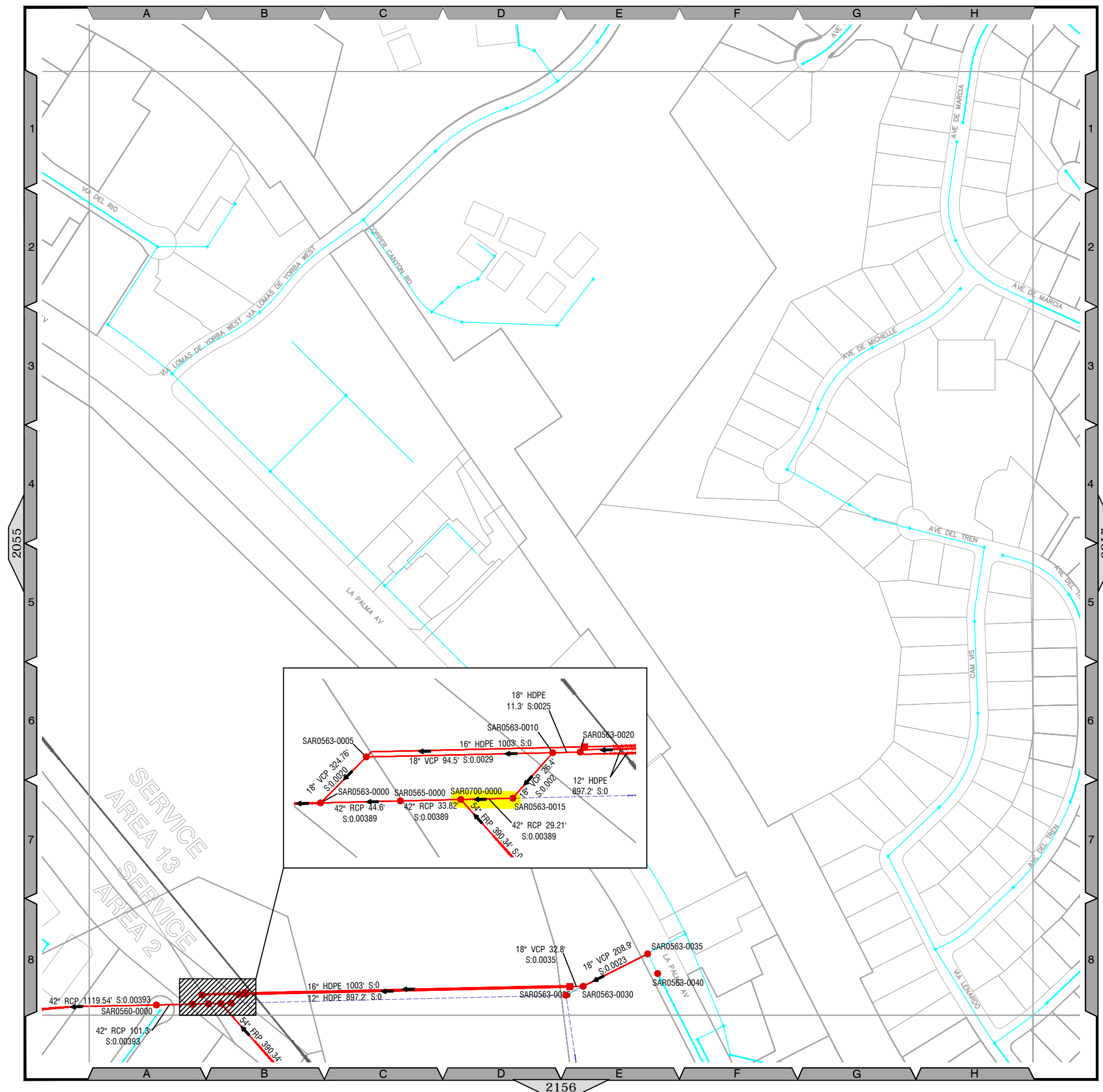
Sewer Type	Pipeline Segment	Facility ID	Upstream MH	Downstream MH	Map Page	Subledger	Street	Diameter (in)	OCS D Map Length (ft)	Dry Weather Average Flow (MGD)	Dry Weather Minimum Flow Depth (in) <sup>1</sup>	Dry Weather Maximum Flow Depth (in) <sup>1</sup>	Last Cleaned Date
Gravity	1	BKR0010-0000:BKR0015-0000	BKR0015-0000	BKR0010-0000	4632	5301	EASEMENT	96 W x 72 H	377.5	16.1	14.3	28.3	-
Inverted Siphon	2	BKR0015-0000:BKR0020-0000	BKR0020-0000	BKR0015-0000	4632	5601	EASEMENT	66	503.0	16.1	-	-	2/12/2022
Gravity	3	BKR0020-0000:BKR0025-0000	BKR0025-0000	BKR0020-0000	4632	5601	EASEMENT	96 W x 84 H	1,427.5	15.7	11.5	23.4	-
Inverted Siphon	4	BKR0175-0000:BKR0180-0000	BKR0180-0000	BKR0175-0000	4737	5911	W BAKER ST	63	71.2	9.5	-	-	2/14/2022
Inverted Siphon	5	BKR0200-0000:BKR0205-0000	BKR0205-0000	BKR0200-0000	4738	5910	W BAKER ST	60	84.0	9.5	46.8	-	1/19/2022
Inverted Siphon	6	BKR0220-0000:BKR0225-0000	BKR0225-0000	BKR0220-0000	4739	5910	E BAKER ST	54	60.0	9.5	23.2	37.7	1/19/2022
Inverted Siphon	7	BKR0230-0000:BKR0235-0000	BKR0235-0000	BKR0230-0000	4839	5910	RED HILL AV	66	67.0	9.5	44.2	55.6	1/19/2022
Gravity	8	BUS0020-0000:BUS0025-0000	BUS0025-0000	BUS0020-0000	5230	5801	BROOKHURST ST	108	976.7	3.4	26.6	32.3	-
Gravity	9	CST0005-0000:CST0010-0000	CST0010-0000	CST0005-0000	5329	5801	EASEMENT	84	482.0	4.2	37.8	42.7	-
Gravity	10	CST0010-0000:CST0015-0000	CST0015-0000	CST0010-0000	5329	5801	EASEMENT	84	328.8	4.2	36.9	41.8	-
Gravity	11	CST0015-0000:CST0020-0000	CST0020-0000	CST0015-0000	5329	5801	EASEMENT	84	687.8	4.2	36.2	41.1	-
Gravity	12	CST0020-0000:CST0025-0000	CST0025-0000	CST0020-0000	5329	5801	EASEMENT	84	880.5	4.2	34.9	39.8	-
Gravity	13	CST0025-0000:CST0030-0000	CST0030-0000	CST0025-0000	5328	5817	EASEMENT	84	1,204.2	4.2	33.2	38.6	-
Gravity	14	CST0030-0000:CST0035-0000	CST0035-0000	CST0030-0000	5328	5817	EASEMENT	84	1,285.3	4.2	30.9	36.0	-
Gravity	15	CST0035-0000:CST0040-0000	CST0040-0000	CST0035-0000	5328	5817	EASEMENT	84	1,159.7	4.2	31.0	36.1	-
Inverted Siphon	16	CST0050-0000:CST0055-0000	CST0055-0000	CST0050-0000	5227	5817	EASEMENT	84	265.3	4.2	-	-	12/19/2021
Gravity	17	CST0055-0000:CST0060-0000	CST0060-0000	CST0055-0000	5227	5817	EASEMENT	84	412.4	4.2	11.7	18.0	-
Gravity	18	CST0060-0015:CST0060-0020	CST0060-0020	CST0060-0015	5127	5817	NEWLAND ST	48	599.0	2.2	8.9	15.7	-
Gravity	19	EUB0005-0000:EUB0010-0000	EUB0010-0000	EUB0005-0000	4532	5201	EUCLID ST	54	412.0	8.5	17.6	35.9	-
Gravity	20	EUB0010-0000:EUB0015-0000	EUB0015-0000	EUB0010-0000	4532	5201	EUCLID ST	54	287.4	8.5	16.7	35.3	-
Gravity	21	EUB0015-0000:EUB0020-0000	EUB0020-0000	EUB0015-0000	4532	5201	EUCLID ST	54	892.6	8.5	16.2	34.9	-
Inverted Siphon	22	EUB0560-0000:EUB0565-0000	EUB0565-0000	EUB0560-0000	2532	5201	N EUCLID ST	48	148.0	4.6	-	-	2/15/2022
Inverted Siphon	23	EUB0630-0000:EUB0635-0000	EUB0635-0000	EUB0630-0000	2232	5201	ORANGETHORPE AV	48	187.7	4.3	-	-	3/12/2022
Gravity	24	EUB0640-0000:EUB0645-0000	EUB0645-0000	EUB0640-0000	2233	5201	HILL AV	48	612.6	2.6	7.1	16.6	-
Gravity	25	EUB0645-0000:EUB0650-0000	EUB0650-0000	EUB0645-0000	2233	5201	RICHMAN AV	48	384.9	2.6	6.9	16.0	-
Gravity	26	EUB0650-0000:EUB0655-0000	EUB0655-0000	EUB0650-0000	2233	5201	KNEPP AV	48	125.3	2.6	6.5	15.5	-
Inverted Siphon	27	EUB0655-0000:EUB0660-0000	EUB0660-0000	EUB0655-0000	2233	5201	RICHMAN AV	48	223.5	2.6	-	-	3/12/2022
Inverted Siphon	28	IPD0035-0000:IPD0040-0000	IPD0040-0000	IPD0035-0000	5130	5301	BROOKHURST ST	96	88.5	34.0	65.8	91.8	2/10/2022
Inverted Siphon	29	IPD0055-0000:IPD0060-0000	IPD0060-0000	IPD0055-0000	5030	5301	CLIFF DR	96	133.9	34.0	-	-	2/10/2022
Gravity	30	IPD0110-0000:IPE0000-0005	IPE0000-0005	IPD0110-0000	4530	5301	ELLIS AV	96	810.0	0.0	28.7	54.9	-
Inverted Siphon	31	KNT0110-0000:KNT0115-0000	KNT0115-0000	KNT0110-0000	4227	5301	NEWLAND ST	84 W x 72 H	74.4	35.3	-	-	8/16/2020
Inverted Siphon	32	KNT0275-0020:KNT0275-0025	KNT0275-0025	KNT0275-0020	3623	5301	WESTMINSTER AV	48	97.0	9.1	17.9	28.6	3/12/2022
Inverted Siphon	33	KNT0410-0000:KNT0415-0000	KNT0415-0000	KNT0410-0000	2924	5301	KNOTT AV	51	50.6	12.0	46.5	102.0	2/14/2022
Inverted Siphon	34	KNT0430-0000:KNT0435-0000	KNT0435-0000	KNT0430-0000	2824	5301	W BALL RD	51	66.5	11.8	-	-	2/14/2022
Inverted Siphon	35	KNT0445-0000:KNT0450-0000	KNT0450-0000	KNT0445-0000	2724	5301	S KNOTT AV	51	92.1	11.5	-	-	2/14/2022
Gravity	36	MLR0160-0000:MLR0165-0000	MLR0165-0000	MLR0160-0000	4225	5301	UP RR	69	100.0	9.7	16.2	25.3	6/8/2021
Gravity	37	MLR0165-0000:MLR0170-0000	MLR0170-0000	MLR0165-0000	4225	5301	UP RR	69	192.3	9.7	16.3	25.2	6/8/2021
Inverted Siphon	38	MLR0490-0000:MLR0495-0000	MLR0495-0000	MLR0490-0000	2222	5301	VALLEY VIEW ST	45	81.8	2.6	-	-	2/22/2022
Gravity	39	NHP0015-0000:EUB0005-0000	EUB0005-0000	NHP0015-0000	4532	5201	EUCLID ST	54	320.0	8.5	22.2	40.1	-
Inverted Siphon	40	SAN0020-0000:SAN0025-0000	SAN0025-0000	SAN0020-0000	4532	5601	EASEMENT	48	510.0	6.4	-	-	2/10/2022
Gravity	41	SAN0025-0000:SAN0030-0000	SAN0030-0000	SAN0025-0000	4532	5601	EASEMENT	48	42.4	6.4	27.2	35.5	-
Inverted Siphon	42	SAN0115-0000:SAN0120-0000	SAN0120-0000	SAN0115-0000	4435	5101	UP RR	48	62.6	6.0	-	-	3/12/2022
Inverted Siphon	43	SAR0150-0000:SAR0155-0000	SAR0155-0000	SAR0150-0000	3438	5206	EASEMENT	78	65.2	29.5	17.0	25.8	8/29/2020
Inverted Siphon	44	SAR0195-0020:SAR0195-0025	SAR0195-0025	SAR0195-0020	3138	5201	E ORANGEWOOD AV	48	146.0	6.5	-	-	1/12/2022
Gravity	45	SAR0345-0000:SAR0345-0005	SAR0345-0005	SAR0345-0000	2343	5201	E LA PALMA AV	66	104.5	2.2	17.0	24.9	-
Gravity	46	SAR0345-0005:SAR0345-0010	SAR0345-0010	SAR0345-0005	2343	5201	E LA PALMA AV	66	1,147.1	2.2	17.0	24.9	-

Sewer Type	Pipeline Segment	Facility ID	Upstream MH	Downstream MH	Map Page	Subledger	Street	Diameter (in)	OCSD Map Length (ft)	Dry Weather Average Flow (MGD)	Dry Weather Minimum Flow Depth (in) <sup>1</sup>	Dry Weather Maximum Flow Depth (in) <sup>1</sup>	Last Cleaned Date
Gravity	47	SAR0345-0010:SAR0345-0015	SAR0345-0015	SAR0345-0010	2343	5201	N MILLER ST	66	302.8	2.2	11.7	19.8	-
Gravity	48	SAR0345-0015:SAR0345-0020	SAR0345-0020	SAR0345-0015	2343	5201	N MILLER ST	66	1,136.5	2.2	10.4	18.6	-
Gravity	49	SAR0345-0020:SAR0345-0025	SAR0345-0025	SAR0345-0020	2242	5201	E MIRALOMA AV	60	1,348.1	2.2	7.0	15.0	-
Gravity	50	SAR0700-0000:SAR0563-0015	SAR0563-0015	SAR0700-0000	2056	5210	EASEMENT	42	29.2	0.5	13.7	17.5	-
Inverted Siphon	51	SUN0095-0000:SUN0100-0000	SUN0100-0000	SUN0095-0000	4538	5701	SUNFLOWER AV	78	178.0	15.7	39.8	56.9	3/12/2022
Inverted Siphon	52	SUN0105-0000:SUN0110-0000	SUN0110-0000	SUN0105-0000	4538	5701	SUNFLOWER AV	60	203.5	15.5	-	-	3/12/2022
Inverted Siphon	53	SUN0185-0000:SUN0190-0000	SUN0190-0000	SUN0185-0000	4542	5401	RED HILL AV	54	113.7	7.5	-	-	1/24/2022

1. Blanks indicate fully surcharged pipelines.

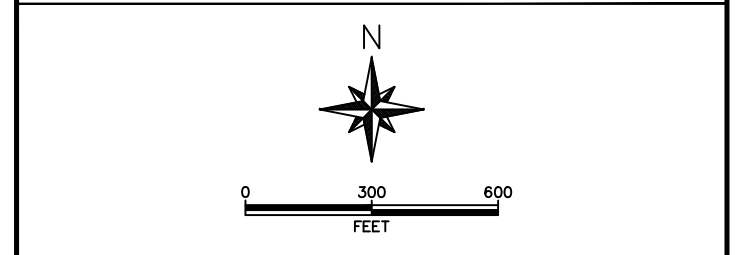
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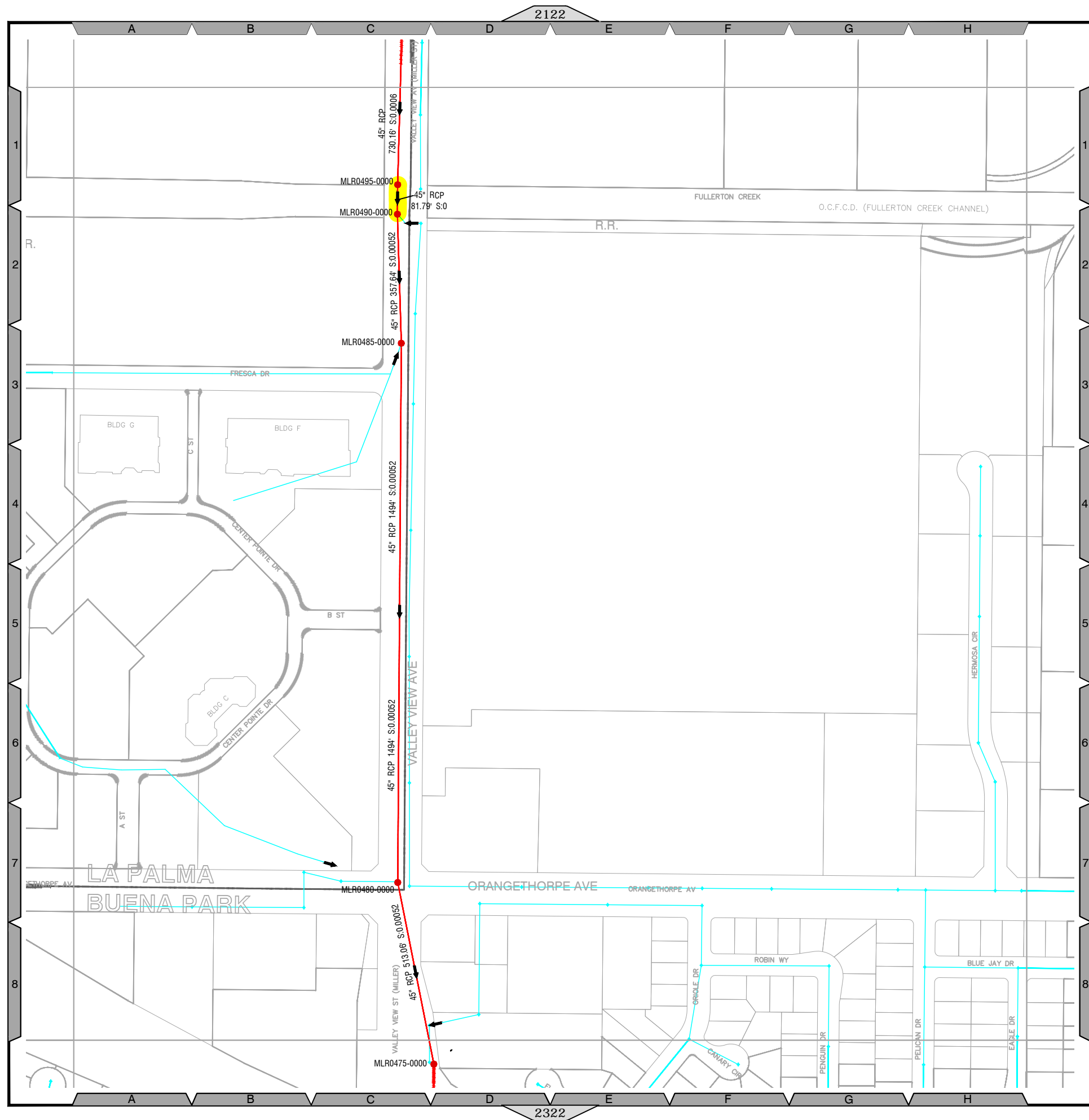


MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
SAR0560-0000	2-14-4	1030+88.34	27.1	347	A	8
SAR0563-0000	2-41	2+00.00	30.35	353.1	A	8
SAR0563-0005	2-41	2+36.23	27.83	352.65	A	8
SAR0563-0010	2-41	10+33.81	27.56	352.75	B	8
SAR0563-0015	2-41	10+00.00	29.95	353.1	B	8
SAR0563-0020	2-41	10+51.81	27.43	352.75	B	8
SAR0563-0025	2-41	19+57.00	19.45	348.3	E	8
SAR0563-0030	2-41	19+19.14	19.23	348.3	E	8
SAR0563-0035	2-41	22+08.04	34.08	363.7	E	8
SAR0563-0040	2-41	22+70.00	13.28	364.0	E	8
SAR0565-0000	2-40	1032+35.00	30.3	350.8	B	8
SAR0570-0000	2-14-4	1042+44.28	22.4	346.8	E	8

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Manhole - Abandoned
	OCSD Sewer
	OCSD Sewer - Abandoned
	Pump Station
	Force Main
	Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	(SANTA ANA AV) Historic Street Name

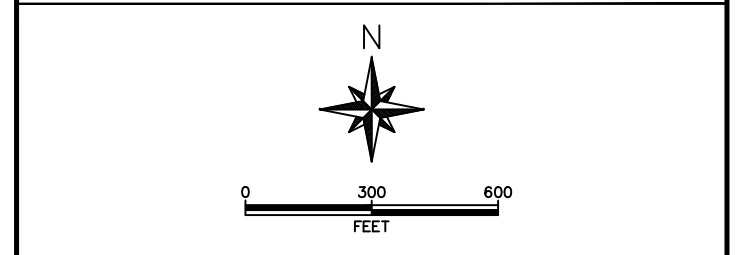


ORANGE COUNTY SANITATION DISTRICT	
SERVICE AREA	EMB PAGE
13	2056
REVISION DATE	
Dec 07, 2016	



MANHOLE DATA TABLE					
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X Y
MLR0480-0000	3-4A	1013+25.86	18	53.2	C 7
MLR0485-0000	3-4A	1028+09.00	19.2	55.1	C 3
MLR0490-0000	3-4A	1031+66.64	17.8	53.9	C 2
MLR0495-0000	3-4A	1032+48.16	18	53.4	C 1

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	PS-AREA/LOC Pump Station
	Force Main
	LOOP TAG # Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	(SANTA ANA AV) Historic Street Name

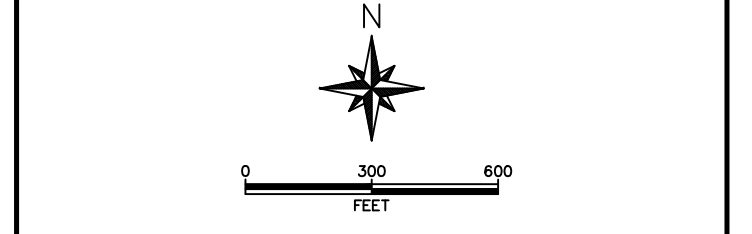


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SERVICE AREA	EMB PAGE
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REVISION DATE	
Dec 07, 2016	

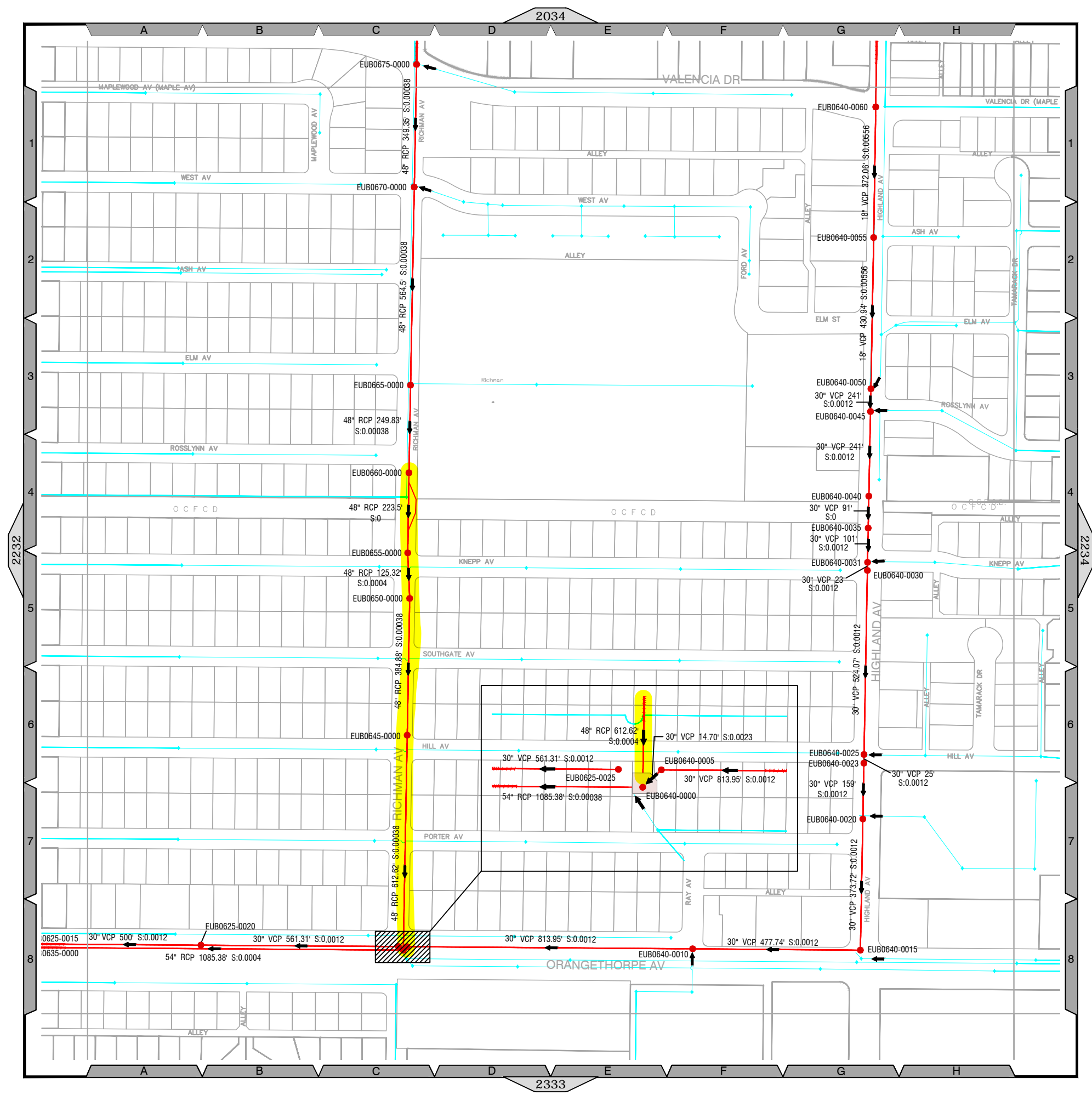


MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
BUS0630-0000	2-G	97+50.00	7.9	120.5	A	8
BUS0635-0000	2-G	105+35.00	8.5	124.6	C	8
BUS0640-0000	2-10-3	1+29.85	13.2	133.78	E	8
EUB0600-0030	2-10-3	49+77.00	6.8	133	E	8
EUB0600-0035	2-10-3	50+59.53	7.1	133.4	E	8
EUB0600-0040	2-25	1+25.86	8.3	134.5	E	8
EUB0600-0045	2-25	1+77.79	8.3	134.7	E	8
EUB0625-0000	2-26-3	24+72.16	8.5	134.5	E	8
EUB0625-0005	2-26-3	25+00.36	8.5	134.5	E	8
EUB0625-0010	2-B	14+71.31	6.6	131	H	8
EUB0625-0015	2-B	16+00.00	6.7	131.3	H	8
EUB0630-0000	2-25	8+59.61	9.8	136.6	G	8
EUB0635-0000	2-25	10+52.00	9.8	137.2	H	8

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Sewer
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	PS-AREA/LOC Pump Station
	Force Main
	Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	(SANTA ANA AV) Historic Street Name



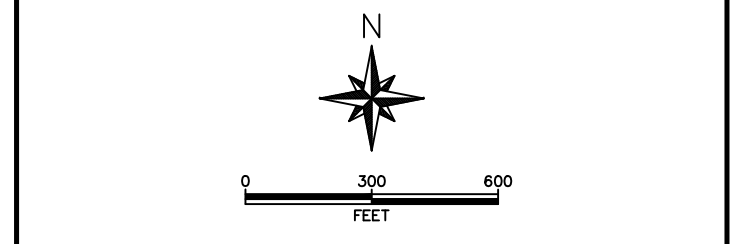
ORANGE COUNTY SANITATION DISTRICT	
SERVICE AREA	EMB PAGE
2	2232
REVISION DATE	
Dec 07, 2016	



MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
EUB0625-0020	2-B	21+00.00	7.8	133	A	8
EUB0625-0025	2-B	26+61.31	8.5	134.4	C	8
EUB0640-0000	2-25	21+37.38	11.7	140	C	8
EUB0640-0005	2-25	26+86.31	8.3	140	C	8
EUB0640-0010	2-B	35+00.26	9.9	136.8	F	8
EUB0640-0015	2-B	39+78.00	11.1	138.6	G	8
EUB0640-0020	2-B	44+08.72	11.4	139.1	G	7
EUB0640-0023	2-B	45+67.00	11	139	G	6
EUB0640-0025	2-B	45+92.00	11.2	139.3	G	6
EUB0640-0030	2-B	51+16.07	11.4	140.2	G	5
EUB0640-0031	2-B	51+39.07	11.4	140.3	G	5
EUB0640-0035	2-B	52+37.00	12	140.9	G	4
EUB0640-0040	2-B	53+28.00	11.9	140.9	G	4
EUB0640-0045	2-B	55+89.00	11.5	140.8	G	3
EUB0640-0050	2-B	56+34.00	11.6	141	G	3
EUB0640-0055	2-B	60+64.96	10	141.8	G	2
EUB0640-0060	2-B	64+37.00	9.2	142.9	G	1
EUB0645-0000	2-25	27+50.00	10.9	139.6	C	6
EUB0650-0000	2-25	31+39.56	11.1	140	C	5
EUB0655-0000	2-25	35+69.49	11	140	C	5
EUB0660-0000	2-25	34+97.67	9.6	139.7	C	4
EUB0665-0000	2-25	37+47.50	9.8	140	C	3
EUB0670-0000	2-25	43+12.00	10	140.6	C	1

**LEGEND**

- OCSD Diversion Structure
- OCSD Manhole
- OCSD Sewer
- OCSD Manhole - Abandoned
- OCSD Sewer - Abandoned
- Pump Station
- Force Main
- Force Main Valve
- Force Main Air Valve
- Force Main Fitting
- Directional Flow Arrow
- Third Party Connection
- Non OCSD System
- Historic Street Name (SANTA ANA AV)

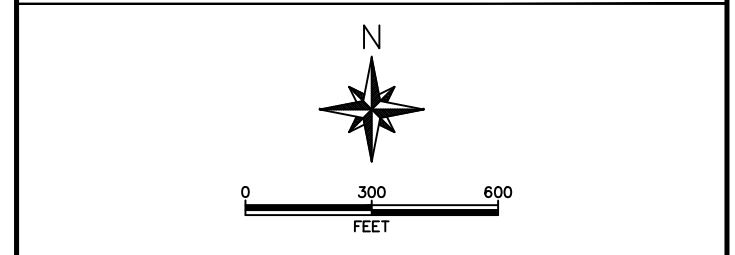


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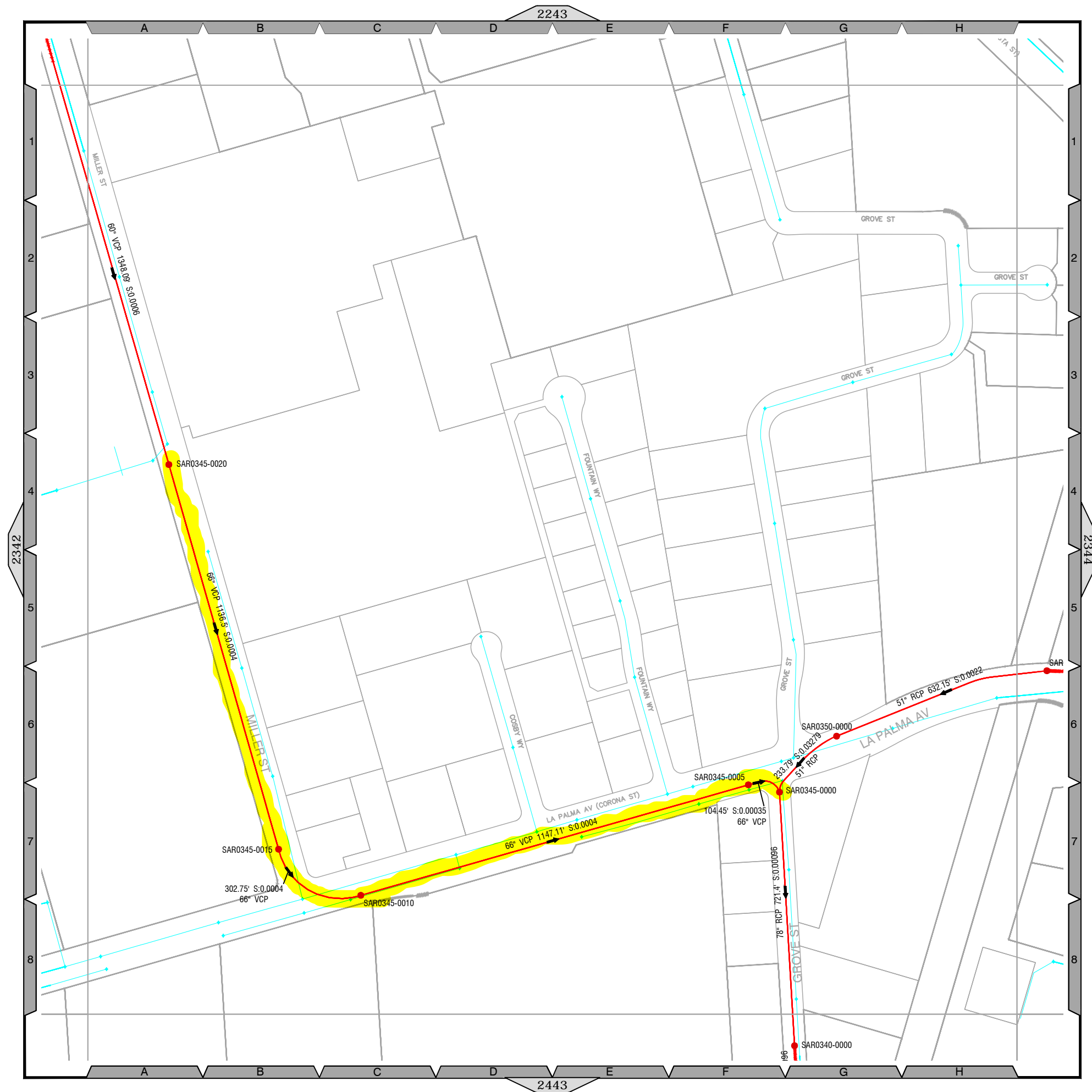


MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
NHP0410-0135	2-7	138+81.27	15.6	225.5	F	8
NHP0410-0140	2-7	142+66.10	15.5	225.5	G	8
NHP0410-0145	2-18	144+76.10	15.5	227	H	8
SAR0345-0025	2-18	40+94.45	18.9	226	H	8
SAR0345-0030	2-18	53+06.45	18.7	227.7	G	4
SAR0345-0035	2-18	64+89.99	16.9	227.6	F	1
SAR0345-0040	2-18	65+78.13	19	230.2	F	1
SAR0345-0265	2-7	145+40.10	15.6	227	H	8

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	PS-AREA/LOC
	Force Main
	Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	Historic Street Name

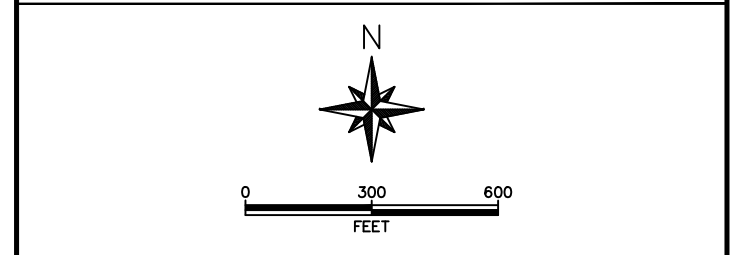


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MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
SAR0345-0000	2-14-2	668+38.60	28.5	232.8	F	7
SAR0345-0005	2-18	1+60.00	27.3	232.5	F	7
SAR0345-0010	2-18	13+07.11	23.7	229.4	C	7
SAR0345-0015	2-18	16+09.86	23.7	229.5	B	7
SAR0345-0020	2-18	27+46.36	22.8	229	A	4
SAR0350-0000	2-14-3	678+06.57	20.7	233.4	G	6

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	PS-AREA/LOC Pump Station
	Force Main
	Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	(SANTA ANA AV) Historic Street Name



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MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
EUB0455-0110	1-98	521+30.48	16.2	130.9	C	8
EUB0455-0115	1-98	532+63.80	14.3	130	C	6
EUB0455-0120	2-26-3	533+38.80	13.3	130	C	5
EUB0455-0125	2-26-3	535+25.03	15	130.5	C	5
EUB0455-0130	2-10-6	539+13.93	15.1	131.8	C	4
EUB0455-0135	2-10-6	540+14.32	14.9	131.9	C	3
EUB0455-0140	2-10-6	541+65.00	14	131.3	C	3
EUB0455-0145	2-10-6	545+93.81	14.6	132.3	C	2
EUB0545-0000	1-98	41+57.85	16.7	130.8	C	8
EUB0547-0000	2-26-3	10+56.00	11.83	132	C	8
EUB0550-0000	2-26-3	15+09.45	16.4	131	C	6
EUB0555-0000	2-26-3	18+10.00	15.1	130	C	5
EUB0560-0000	2-26-3	23+61.00	16	131.5	C	4
EUB0565-0000	2-26-3	25+09.00	15.3	131.6	C	3
EUB0570-0000	2-26-3	30+44.50	15.9	132.8	C	2

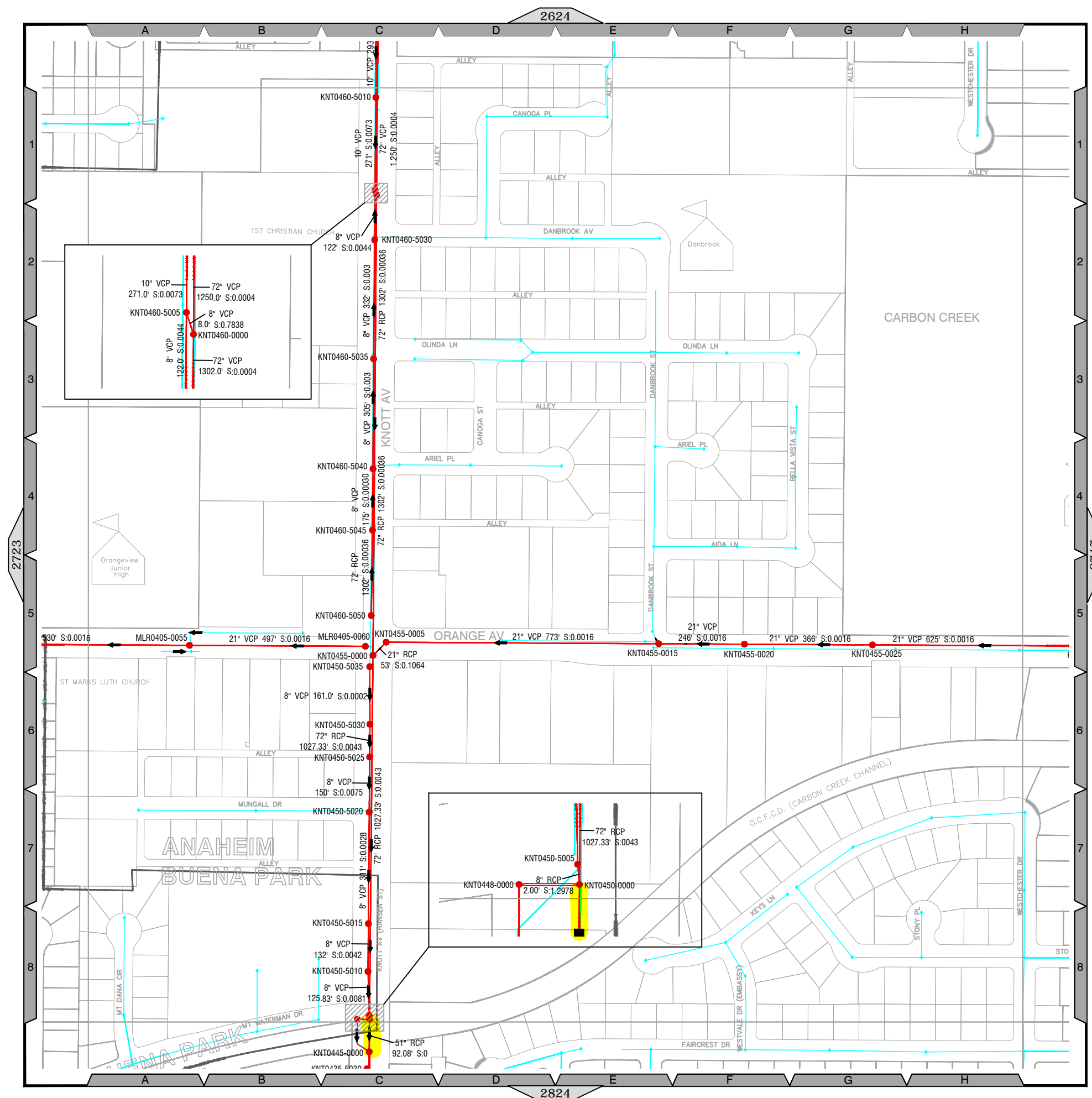
  

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Sewer
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	PS-AREA/LOC
	Pump Station
	Force Main
	Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	Historic Street Name

0 300 600  
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MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
KNT0448-0000	2-68	1+10.00	6.3	60.7	C	8
KNT0450-0000	3-20-2	629+20.67	19.2	58.7	C	8
KNT0450-5005	3-20-2	629+27.17	13.27	58.6	C	8
KNT0450-5010	3-20-2	630+55.00	12.75	59.1	C	8
KNT0450-5015	3-20-2	631+91.00	12.89	59.8	C	8
KNT0450-5020	3-20-2	635+06.00	13.2	61	C	7
KNT0450-5025	3-20-2	636+60.00	9.72	61.6	C	6
KNT0450-5030	3-20-2	637+55.00	10.11	62	C	6
KNT0450-5035	3-20-2	639+20.00	10.18	62.1	C	5
KNT0455-0000	3-20-2	639+48.00	22.2	62.2	C	5
KNT0455-0005	3-20-2	640+01.00	16.6	62.2	C	5
KNT0455-0015	3-6	60+92.00	17.7	65	E	5
KNT0455-0020	3-6	62+57.00	18	65	F	5
KNT0455-0025	3-6	67+00.00	15.8	64	G	5
KNT0460-0000	3-20-2	652+50.00	25	65.5	C	1
KNT0460-5005	3-20-2	652+54.00	15.17	65.5	C	1
KNT0460-5010	3-20-2	655+33.00	13.55	62.2	C	1
KNT0460-5030	3-20-2	651+28.00	14.9	65.8	C	2
KNT0460-5035	3-20-2	647+92.00	14.08	66	C	3
KNT0460-5040	3-20-2	644+83.00	12.35	65.2	C	4
KNT0460-5045	3-20-2	643+04.00	11.4	64.8	C	4
KNT0460-5050	3-20-2	640+60.00	8.85	63	C	5
MLR0405-0055	3-6	47+70.00	18.4	63.5	A	5
MLR0405-0060	3-6	52+67.00	16.1	62	C	5

**LEGEND**

- OCSD Diversion Structure
- OCSD Manhole
- OCSD Sewer
- OCSD Manhole - Abandoned
- OCSD Sewer - Abandoned
- PS-AREA/LOC Pump Station
- Force Main
- LOOP TAG # Force Main Valve
- Force Main Air Valve
- Force Main Fitting
- Directional Flow Arrow
- Third Party Connection
- Non OCSD System
- (SANTA ANA AV) Historic Street Name

N

0 300 600  
FEET

**ORANGE COUNTY SANITATION DISTRICT**

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MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
KNT0430-0000	3-20-2	612+44.54	20.6	57.5	C	6
KNT0435-0000	3-20-2	613+11.00	20.3	57.6	C	5
KNT0435-5005	3-20-2	613+11.00	15.2	57.6	C	5
KNT0435-5010	3-20-2	616+54.00	14.38	57.4	C	4
KNT0435-5015	3-20-2	620+05.00	13.4	59.1	C	3
KNT0435-5020	3-20-2	622+63.00	12.56	59.5	C	2
KNT0435-5025	3-20-2	624+84.00	11.3	59.3	C	2
KNT0435-5030	3-20-2	627+73.00	9.01	58.4	C	1
KNT0440-0000	3-20-2	620+92.74	20.8	59.2	C	3
KNT0445-0000	3-20-2	628+28.59	19	58.4	C	1

**LEGEND**

- OCSD Diversion Structure
- OCSD Manhole
- OCSD Sewer
- OCSD Manhole - Abandoned
- OCSD Sewer - Abandoned
- Pump Station
- Force Main
- Force Main Valve
- Force Main Air Valve
- Force Main Fitting
- Directional Flow Arrow
- Third Party Connection
- Non OCSD System
- Historic Street Name (SANTA ANA AV)

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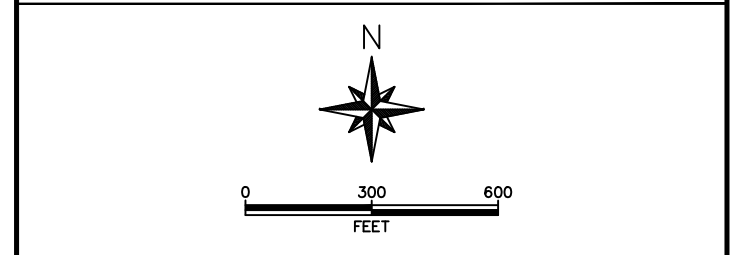
**ORANGE COUNTY SANITATION DISTRICT**

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MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
KNT0410-0000	3-20-2	584+35.67	15.4	49.5	C	6
KNT0415-0000	3-20-2	584+86.23	15.1	49.5	C	6
KNT0420-0000	3-20-2	590+77.00	16	51	C	4
KNT0425-0000	3-20-2	600+75.00	18.3	54.1	C	1

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	PS-AREA/LOC Pump Station
	Force Main
	Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	Historic Street Name (SANTA ANA AV)

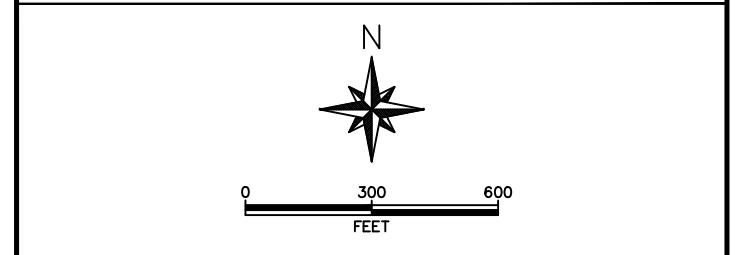


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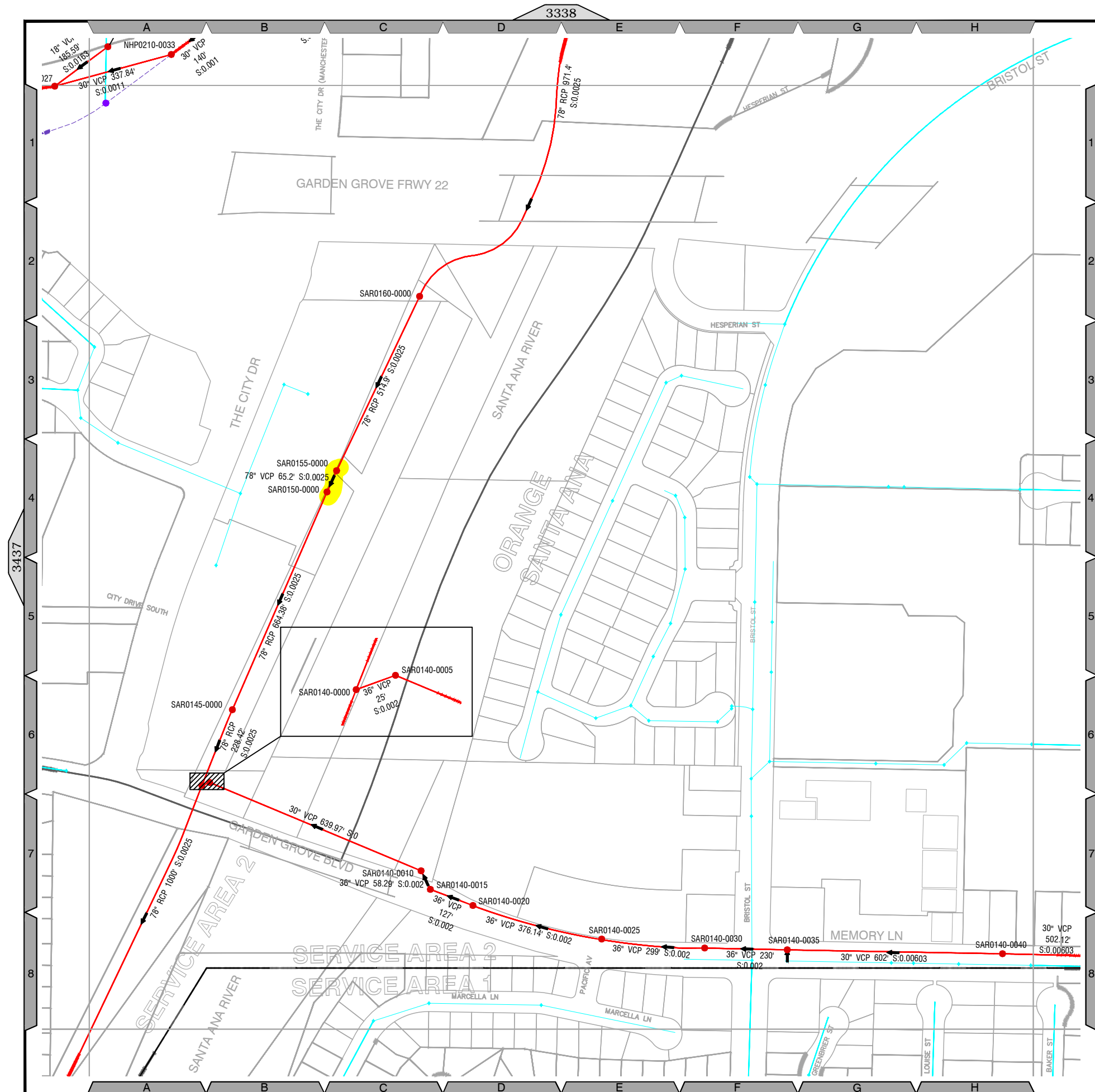


MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
NHP0285-0000	2-3	502+32.59	16	144	A	6
NHP0290-0000	2-3	507+13.87	15.4	145	B	6
NHP0295-0000	2-29	9+66.14	12.2	142	B	6
NHP0300-0000	2-3	520+05.10	13.5	146	C	3
NHP0303-0000	2-3	526+12.20	9.84	144	C	1
SAR0195-0010	2-29	28+06.60	19	145	H	7
SAR0195-0015	2-29	23+17.60	18.1	145	F	7
SAR0195-0020	2-29	18+28.60	15.2	143	E	7
SAR0195-0025	2-29	16+82.60	13.6	142	E	7
SAR0195-0030	2-29	10+70.88	11.4	141	C	7

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	Pump Station
	Force Main
	Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	Historic Street Name (SANTA ANA AV)

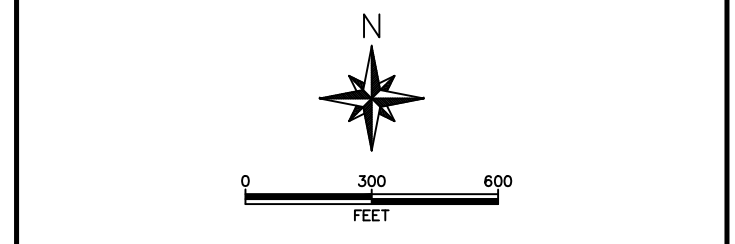


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MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
SAR0140-0000	1-98	1+68.03	23.9	120	A	6
SAR0140-0005	1-98	1+93.03	23.8	120	B	6
SAR0140-0010	1-98	8+33.00	20	119	C	7
SAR0140-0015	1-98	8+86.76	19.9	119	C	7
SAR0140-0020	1-98	9+92.86	16.6	116	D	7
SAR0140-0025	1-98	13+69.00	16.4	116.5	E	8
SAR0140-0030	1-98	16+68.60	17.3	118	F	8
SAR0140-0035	1-98	18+98.00	17.9	119	F	8
SAR0140-0040	1-98	25+00.00	16.7	122	H	8
SAR0145-0000	2-14-1	332+35.30	28.6	121.8	B	6
SAR0150-0000	2-14-1	338+99.50	31.2	126	C	4
SAR0155-0000	2-14-1	339+64.70	31	126	C	4
SAR0160-0000	2-14-1	344+79.60	31.7	128	C	2

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Sewer
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	Pump Station
	Force Main
	Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	Historic Street Name



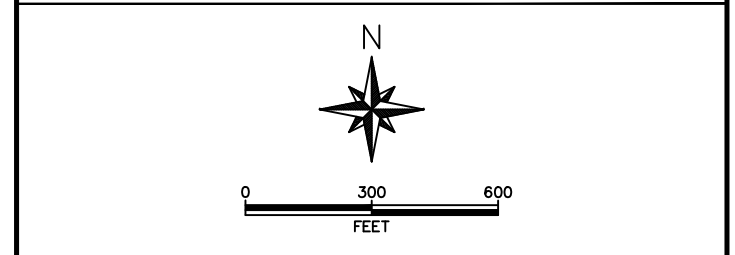
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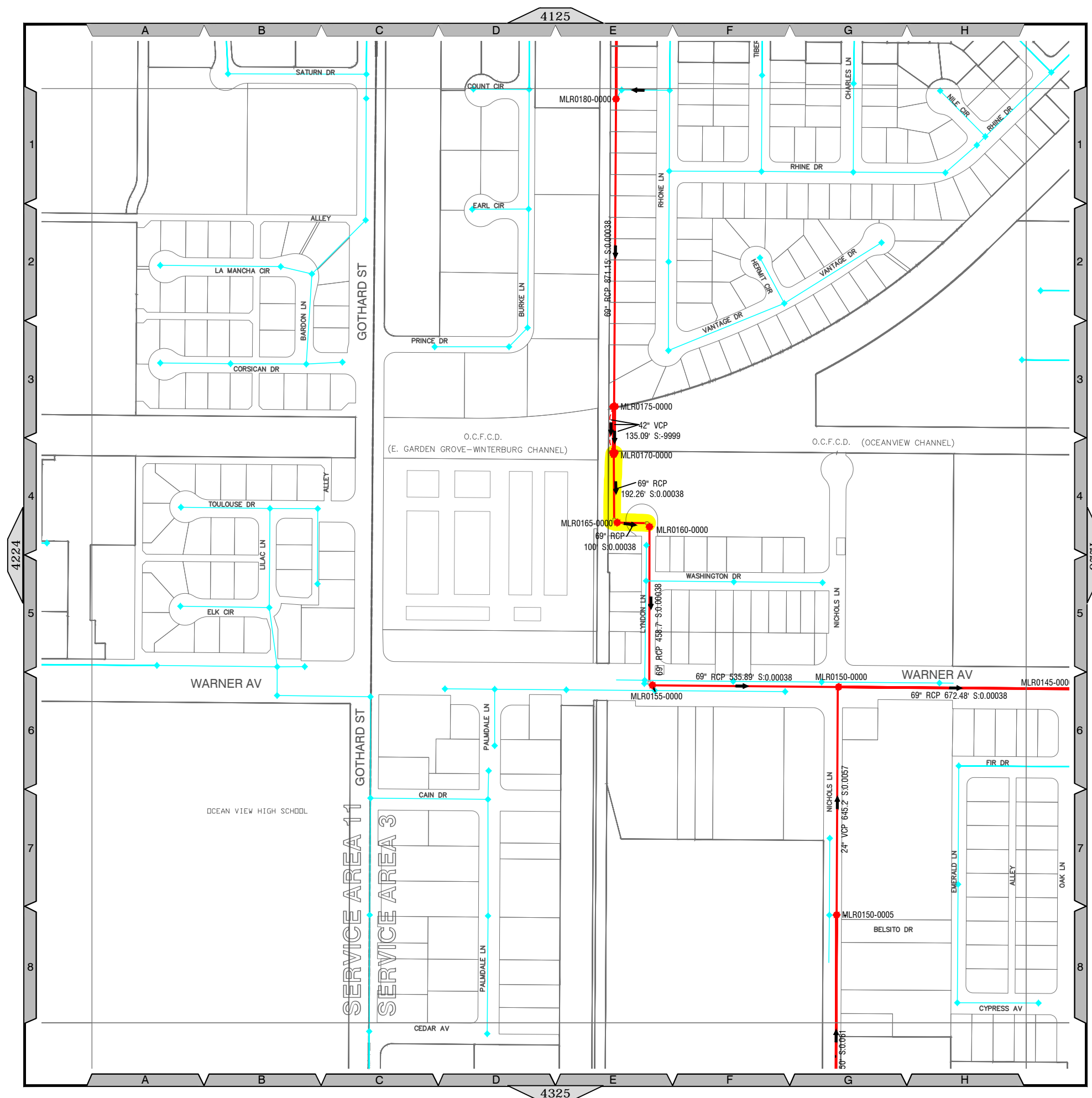
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MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
KNT0275-0015	3-18	416+17.00	18.5	33.5	G	5
KNT0275-0020	3-18	423+02.00	16.7	31.9	E	5
KNT0275-0025	3-14	0+40.80	15.9	31.7	E	5
KNT0275-0030	3-14R	8+58.30	13.3	29.5	C	5
KNT0275-0035	3-14	8+77.80	13.3	29.5	B	5
KNT0275-0040	3-14	13+32.07	21.1	37.5	A	5
KNT0275-0045	3-14	14+41.36	13	29.5	A	5
MLR0270-0000	3-3	617+99.50	20.5	32.8	E	6
MLR0275-0000	3-3	632+95.90	17.6	30.5	E	1

**LEGEND**

- OCSD Diversion Structure
- OCSD Manhole
- OCSD Sewer
- OCSD Manhole - Abandoned
- OCSD Sewer - Abandoned
- PS-AREA/LOC Pump Station
- Force Main
- LOOP TAG # Force Main Valve
- Force Main Air Valve
- Force Main Fitting
- Directional Flow Arrow
- Third Party Connection
- Non OCSD System
- (SANTA ANA AV) Historic Street Name



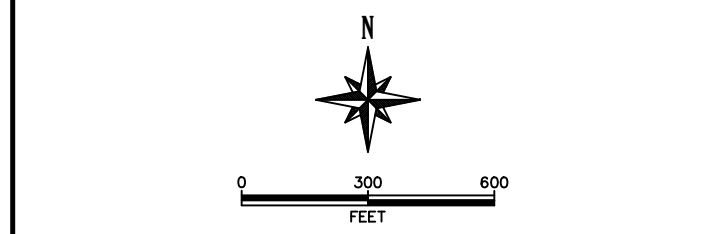
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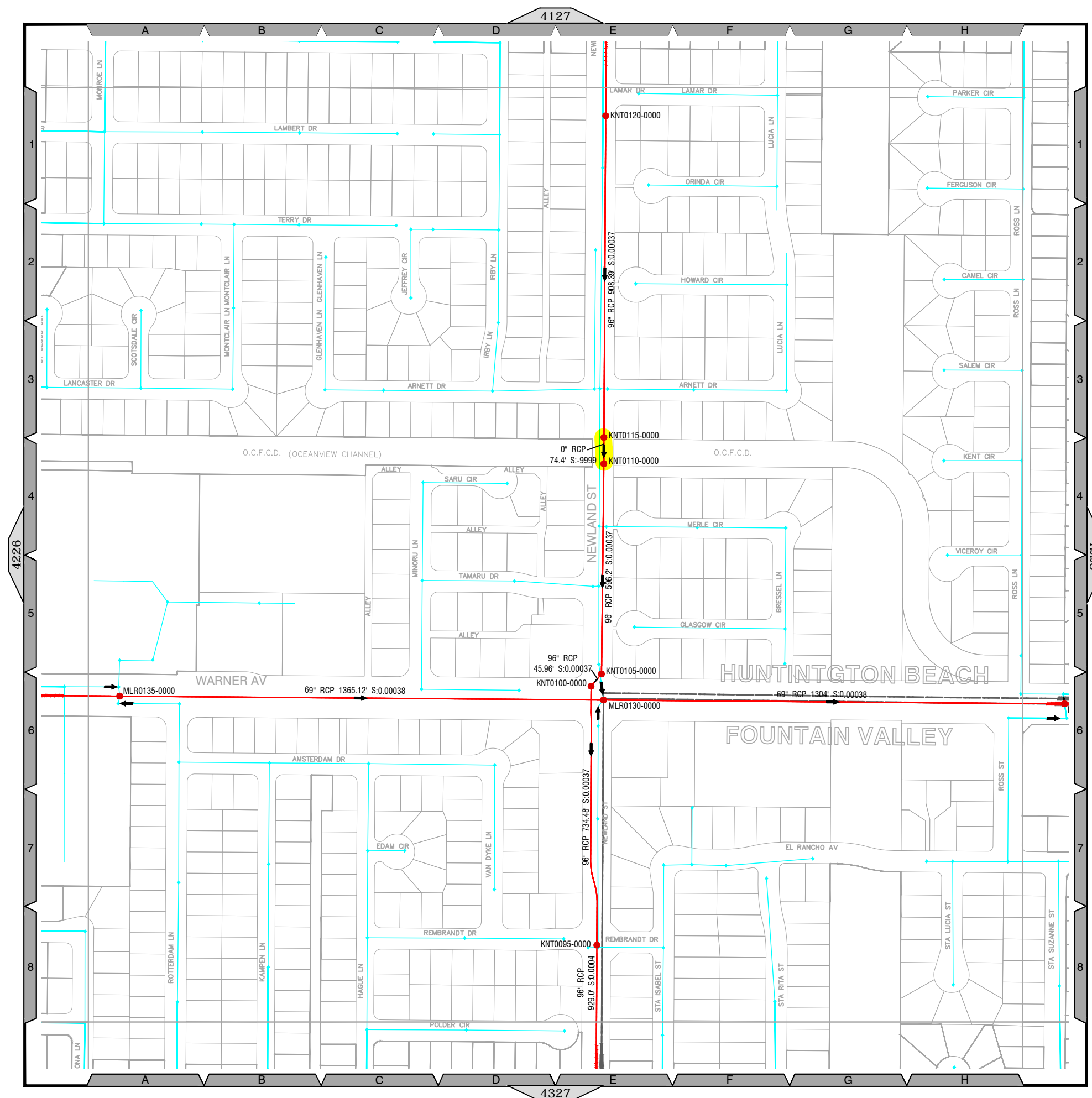
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MLR0150-0000	11-10-1	5945+20.00	23.2	24.99	G 6
MLR0150-0005	11-10-1	53+00.00	18.3	27.61	G 8
MLR0155-0000	3-2	405+61.30	23.7	25.8	E 6
MLR0160-0000	3-2	410+20.00	18.9	21.2	E 4
MLR0165-0000	3-2	413+11.26	18.9	21.2	E 4
MLR0170-0000	3-2	413+12.26	16.7	19.1	E 4
MLR0175-0000	3-2	414+47.35	16.7	20.1	E 3
MLR0180-0000	3-2	423+18.50	16.5	20.2	E 1

**LEGEND**

- Diversion Structure
- Manhole
- Manhole - Temp out-of-service
- Manhole - Abandoned
- Sewer
- Air Vent
- Sewer - Temp out-of service
- Sewer - Abandoned
- Force Main
- Valve
- Fitting
- Vault
- Pump Station
- Directional Flow Arrow
- Non OCSD System
- Historic Street Name



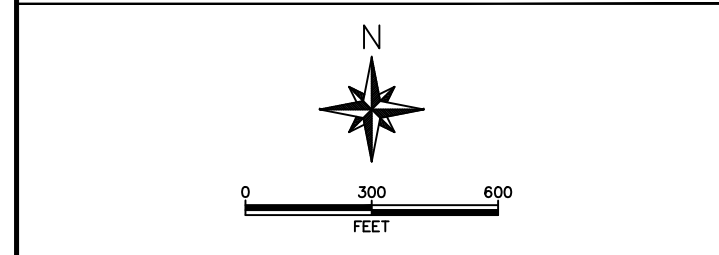
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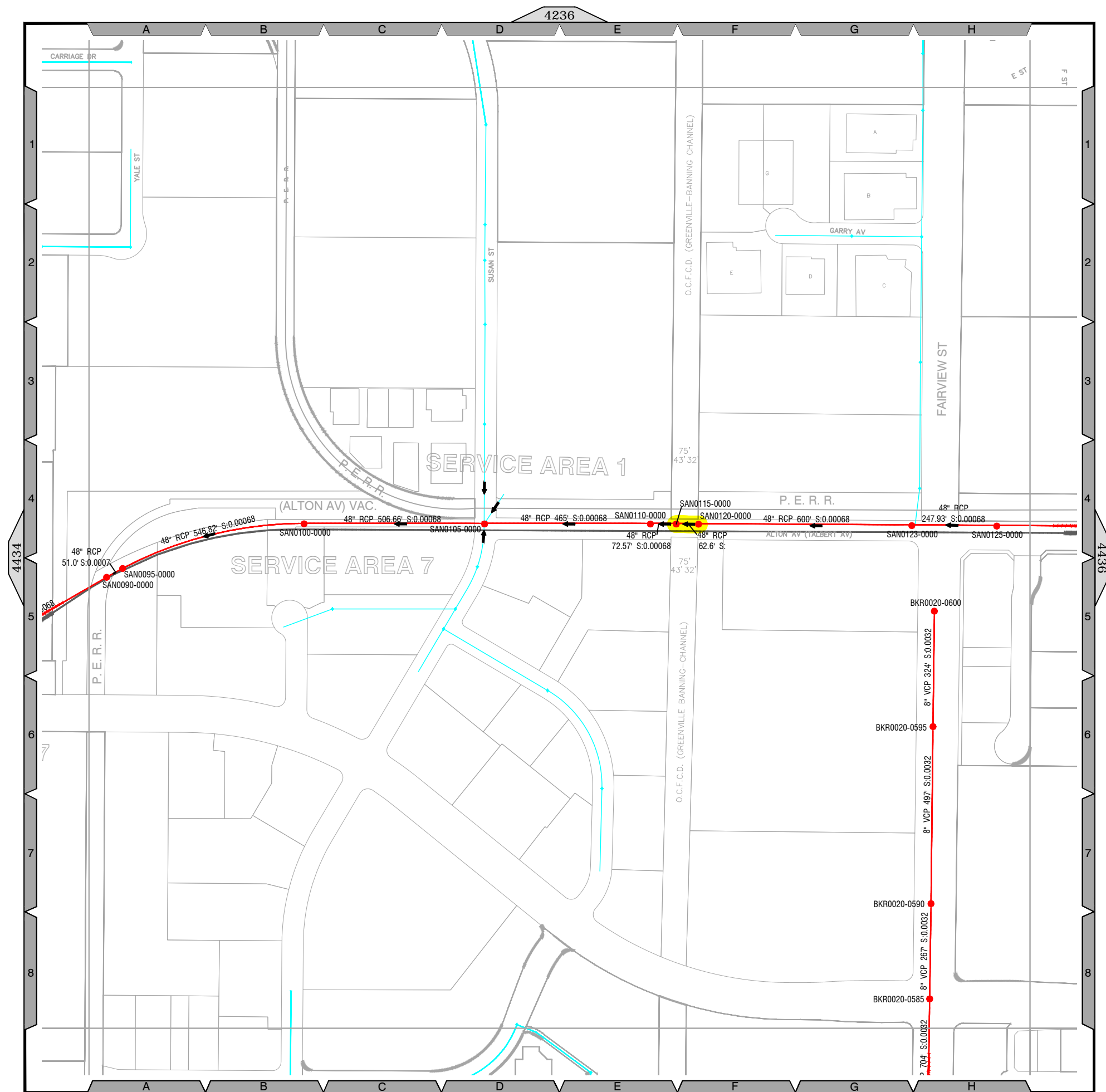
MANHOLE DATA TABLE						
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KNT0095-0000	3-17	15+56.50	18.8	23.3	E	8
KNT0100-0000	3-17	158+89.00	21.8	26.6	E	6
KNT0105-0000	3-17	159+34.93	21.6	26.4	E	6
KNT0110-0000	3-17	165+17.70	21.9	26.9	E	4
KNT0115-0000	3-17	165+92.11	21.6	26.7	E	3
KNT0120-0000	3-17	175+00.50	17	27	E	1
MLR0130-0000	3-2	354+00.60	27.5	27.6	E	6
MLR0135-0000	3-2	367+65.72	25.7	26.4	A	6

**LEGEND**

- OCSD Diversion Structure
- OCSD Manhole
- OCSD Sewer
- OCSD Manhole - Abandoned
- OCSD Sewer - Abandoned
- Pump Station
- Force Main
- Force Main Valve
- Force Main Air Valve
- Force Main Fitting
- Directional Flow Arrow
- Third Party Connection
- Non OCSD System
- Historic Street Name

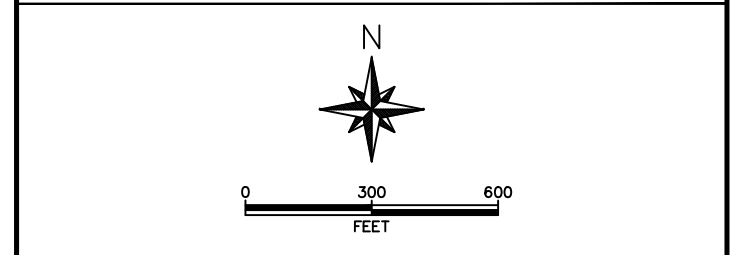


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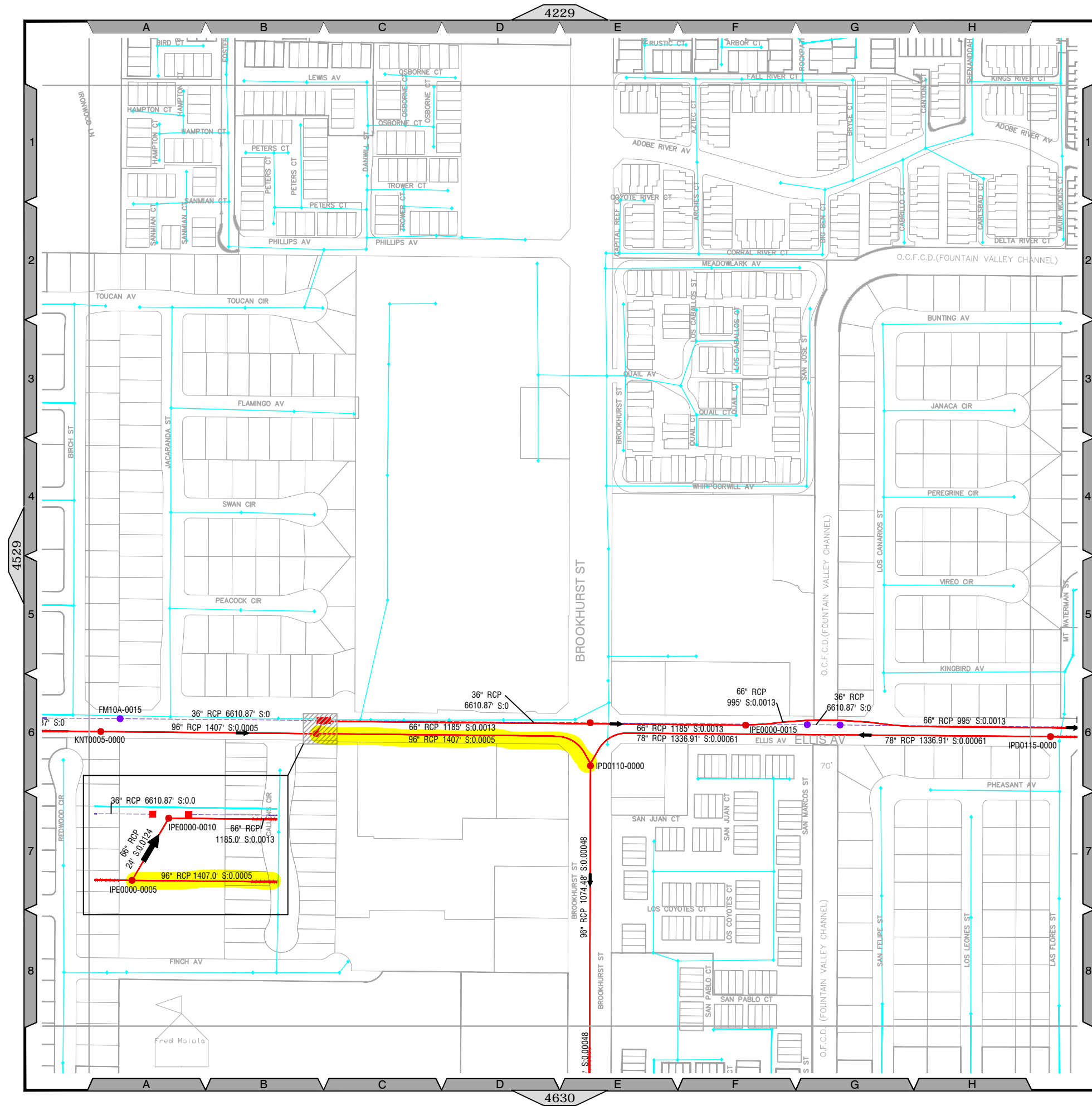
MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
BKR0020-0585	SSI-C	47+12.00	11	33.74	H	8
BKR0020-0590	SSI-C	49+79.00	10	33.56	H	7
BKR0020-0595	SSI-C	54+76.00	9.5	34.68	H	6
BKR0020-0600	SSI-C	58+00.00	8.8	35.02	H	5
SAN0090-0000	1-1	81+51.82	17.9	38.6	A	5
SAN0095-0000	1-1	82+03.00	17.9	38.6	A	5
SAN0100-0000	1-1	87+27.82	17.8	38.85	B	4
SAN0105-0000	1-1	92+50.00	17	38.5	D	4
SAN0110-0000	1-1	97+15.00	16.3	40	E	4
SAN0115-0000	1-1	97+87.57	16.1	37.9	E	4
SAN0120-0000	1-1	98+50.17	16.1	38	F	4
SAN0123-0000	1-1	104+39.07	14.9	37.9	G	4
SAN0125-0000	1-1	106+87.00	14.9	37.9	H	4

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	PS-AREA/LOC Pump Station
	Force Main
	Force Main Valve
	Force Main Air Valve
	Force Main Node
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	Historic Street Name (SANTA ANA AV)



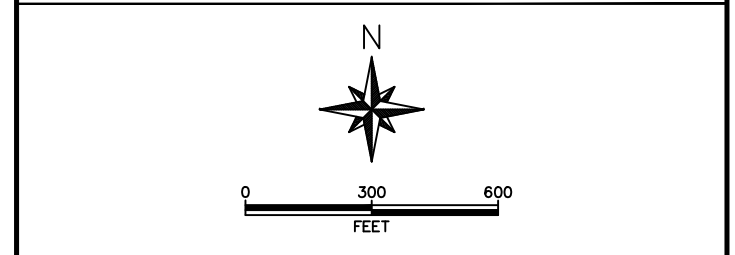
ORANGE COUNTY SANITATION DISTRICT	
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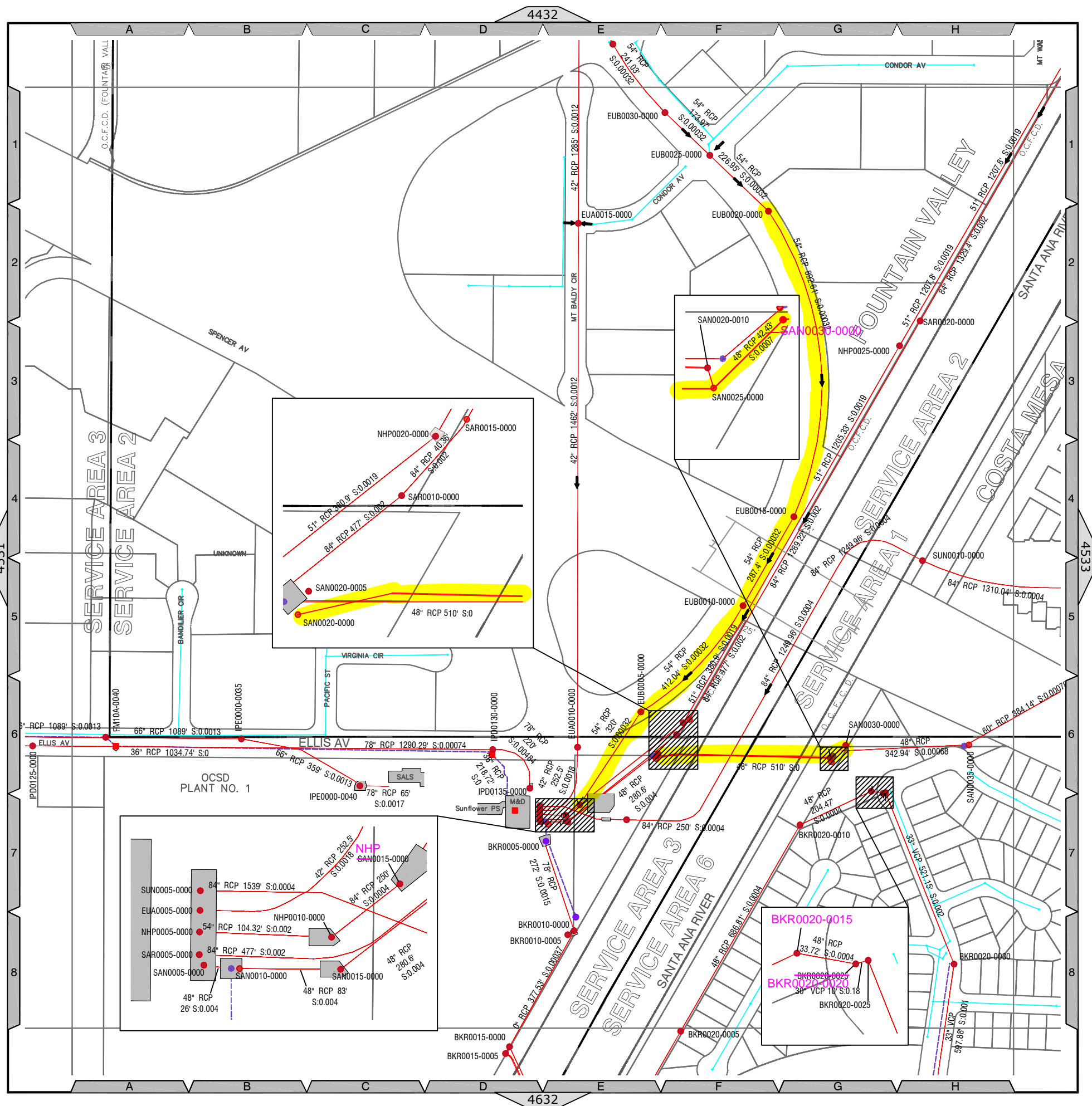


MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
FM10A-0015	I-1	13+19.20	12.1	20.5	A	6
IPD0110-0000	I-8	208+47.75	20	17.2	E	6
IPE0000-0005	I-10	49+94.59	18.41	18	B	6
IPE0000-0010	I-10A	50+35.00	18.41	18	B	6
IPE0000-0015	I-10A	62+19.42	20.55	18.1	F	6
KNT0005-0000	3-17	13+73.60	16.7	14.6	A	6

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Sewer
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	PS-AREA/LOC
	Force Main
	Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	Historic Street Name



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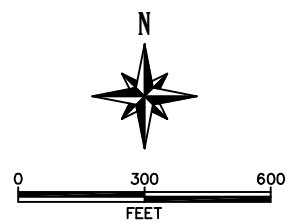
**MANHOLE DATA TABLE**

MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
BKR0005-0000	P1-20	0+54.00	14	29	E	7
BKR0010-0000	14-1-1A-2	3+65.01	14.2	29	E	8
BKR0010-0005	14-1-1A-2	3+45.01	-9999	-9999	E	8
BKR0020-0010	14-1-1A-2	13+86.81	10.3	28	G	7
BKR0020-0015	1-98	15+91.28	8.8	26.5	G	6
BKR0020-0020	1-98	16+25.00	8.3	26	G	6
BKR0020-0025	1-98	16+35.00	6.5	26	G	6
BKR0020-0030	1-98	5+21.15	8.8	29.2	H	8
EUA0005-0000	P1-20	IN-PLANT	-9999	-9999	D	7
EUA0010-0000	2-10-1	0+06.00	12.2	27	E	6
EUA0015-0000	2-10-1	14+68.00	11.5	28	E	2
EUB0005-0000	2-10-1A	5+60.00	11.3	25.6	E	6
EUB0010-0000	2-10-1A	9+72.04	11.5	26.3	F	5
EUB0015-0000	2-10-1A	12+59.44	11.2	26	G	4
EUB0020-0000	2-10-1A	21+58.05	11.2	26.3	F	2
EUB0025-0000	2-10-1A	23+85.00	10.8	26	F	1
EUB0030-0000	2-10-1A	25+58.97	10.7	26	F	1
FM10A-0040	I-1	65+98.87	11.40	25.00	A	6
IPD0130-0000	I-8	259+90	22.3	24.8	D	6
IPD0135-0000	I-8	259+90.00	-9999	-9999	D	7
IPE0000-0035	I-10A	101+33.00	33.5	26	B	6
IPE0000-0040	I-10A	104+90.40	36.8	28.8	C	6
NHP0005-0000	P1-20	IN-PLANT	-9999	-9999	D	7
NHP0010-0000	I-8-3	IN-PLANT	13.1	27.42	E	7
NHP0015-0000	2-10-1A	2+40.00	14.6	28.8	E	7
NHP0020-0000	2-1	9+56.48	12.1	27.5	F	6
NHP0025-0000	2-1	33+69.91	10.3	28	H	3
SAN0005-0000	P1-20	IN-PLANT	-9999	-9999	D	7
SAN0010-0000	P1-20	IN-PLANT	-9999	-9999	E	7

For continuation of Manhole table see page 4532A.

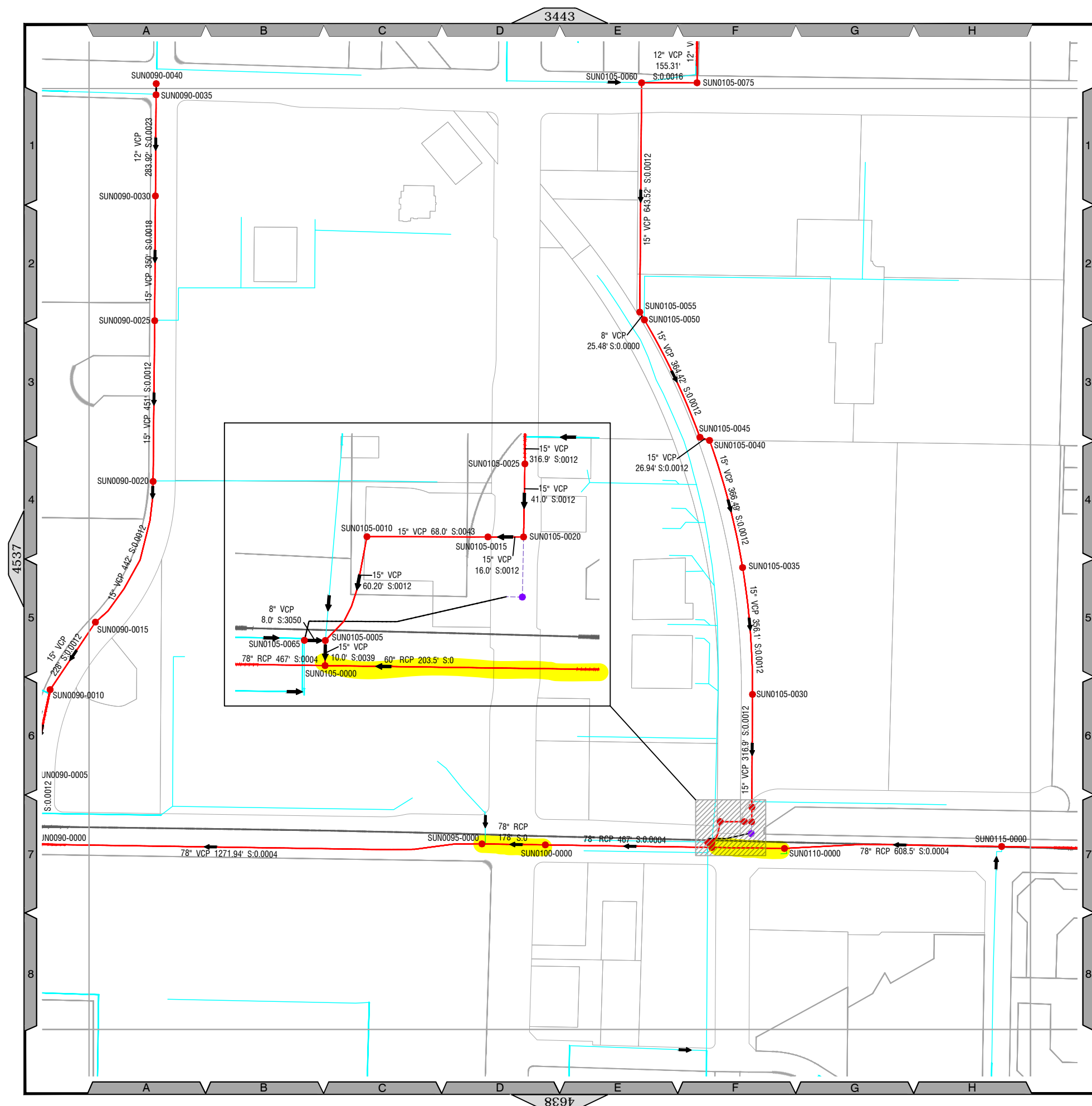
**LEGEND**

- ▲ OCSD Diversion Structure
- OCSD Manhole
- OCSD Sewer
- OCSD Manhole - Abandoned
- OCSD Sewer - Abandoned
- ⊙ PS-AREA/LOC Pump Station
- Force Main
- ⊠ LOOP TAG # Force Main Valve
- ⊠ Force Main Air Valve
- ⊠ Force Main Fitting
- Directional Flow Arrow
- Third Party Connection
- Non OCSD System
- (SANTA ANA AV) Historic Street Name



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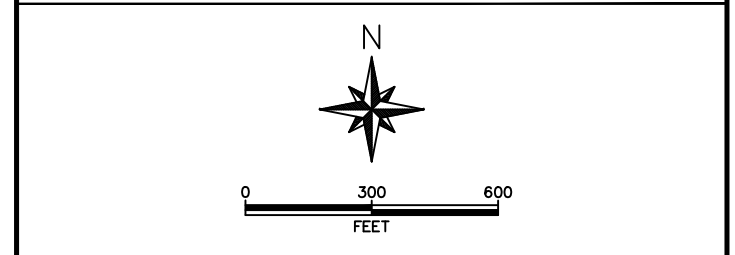


**MANHOLE DATA TABLE**

MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
SUN0090-0015	7-6-2A	6+38.13	13.5	32	A	5
SUN0090-0020	7-6-2A	10+79.43	13.3	32.4	A	4
SUN0090-0025	7-6-2A	15+30.00	13.4	33	A	2
SUN0090-0030	7-6-2A	18+80.00	11.8	32.2	A	1
SUN0090-0035	7-6-2A	21+63.92	11.9	33.1	A	1
SUN0095-0000	7-6-2	164+57.50	20.2	33.2	D	7
SUN0100-0000	7-6-2	166+28.00	20.1	33.2	D	7
SUN0105-0000	7-6-2	170+95.00	20.5	33.8	F	7
SUN0105-0005	7-6-2	170+95.00	9.7	33.76	F	7
SUN0105-0010	7-6-2	171+17.00	15.5	33.8	F	7
SUN0105-0015	7-6-2	171+85.00	16.8	35.33	F	7
SUN0105-0020	7-6-2	172+05.00	16.8	35.33	F	7
SUN0105-0025	7-1F-B	1+12.00	13.5	31.6	F	7
SUN0105-0030	7-1F-B	4+28.90	12.9	31.6	F	6
SUN0105-0035	7-1F-B	7+85.00	12.2	31.6	F	5
SUN0105-0040	7-1F-B	11+51.49	12.6	32.2	F	3
SUN0105-0045	7-1F-B	11+78.43	12.4	32	F	3
SUN0105-0050	7-1F-B	15+45.00	12.6	32.7	E	2
SUN0105-0055	7-1F-B	15+70.48	12.4	32.5	E	2
SUN0105-0065	7-1-F-A	15+09.91	16.6	37.5	F	7
SUN0110-0000	7-6-2	172+98.50	20.1	33.8	F	7
SUN0115-0000	7-6-2	179+07.00	19	33	H	7

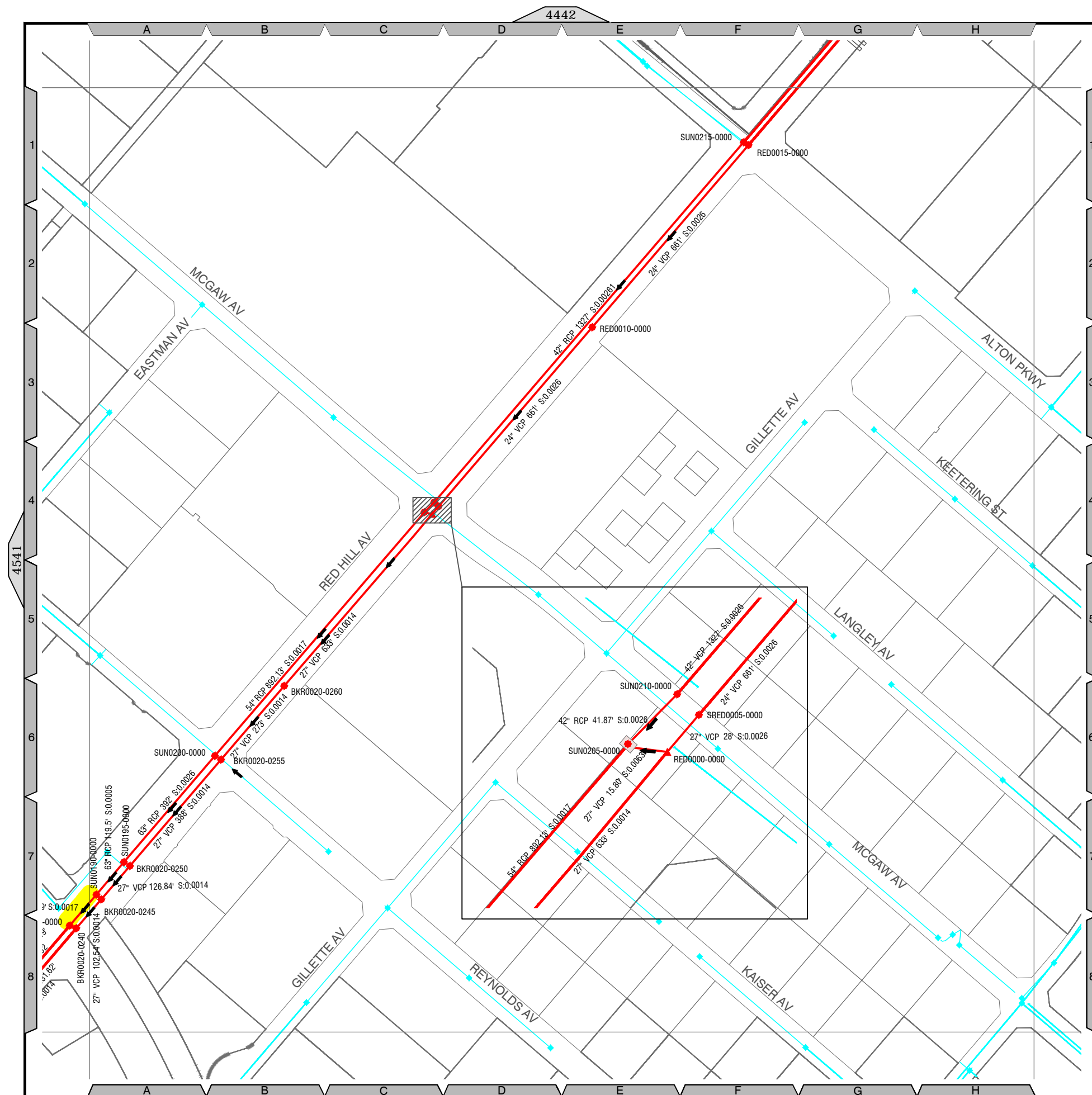
**LEGEND**

- OCSD Diversion Structure
- OCSD Manhole
- OCSD Sewer
- OCSD Manhole - Abandoned
- OCSD Sewer - Abandoned
- Pump Station
- Force Main
- Force Main Valve
- Force Main Air Valve
- Force Main Fitting
- Directional Flow Arrow
- Third Party Connection
- Non OCSD System
- Historic Street Name



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MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
BKR0020-0245	7-2	53+67.16	12.6	35.8	A	7
BKR0020-0250	7-2	54+94.00	12.4	35.8	A	7
BRK0020-0255	67-44	0+00.00	11.6	35.6	B	6
BKR0020-0260	7-2	61+55.00	12.5	36.8	B	6
RED0000-0000	7-6-3	68+88.38	12.2	37.4	C	4
RED0005-0000	7-2	68+16.00	11.7	36.93	C	4
RED0010-0000	7-2	74+77.00	12.4	39.6	E	2
RED0015-0000	7-2	81+38.00	12.2	41.1	F	1
SUN0190-0000	7-6-3	53+71.50	15.1	35.4	A	7
SUN0195-0000	7-6-3	54+91.00	14.4	34.8	A	7
SUN0200-0000	7-6-3	58+83.00	15	35.6	B	6
SUN0205-0000	7-6-3	67+75.13	14.3	37.4	C	4
SUN0210-0000	7-6-4	68+17.00	13.3	37/4	C	4
SUN0215-0000	7-6-4	81+44.00	12.5	40.1	F	1

**LEGEND**

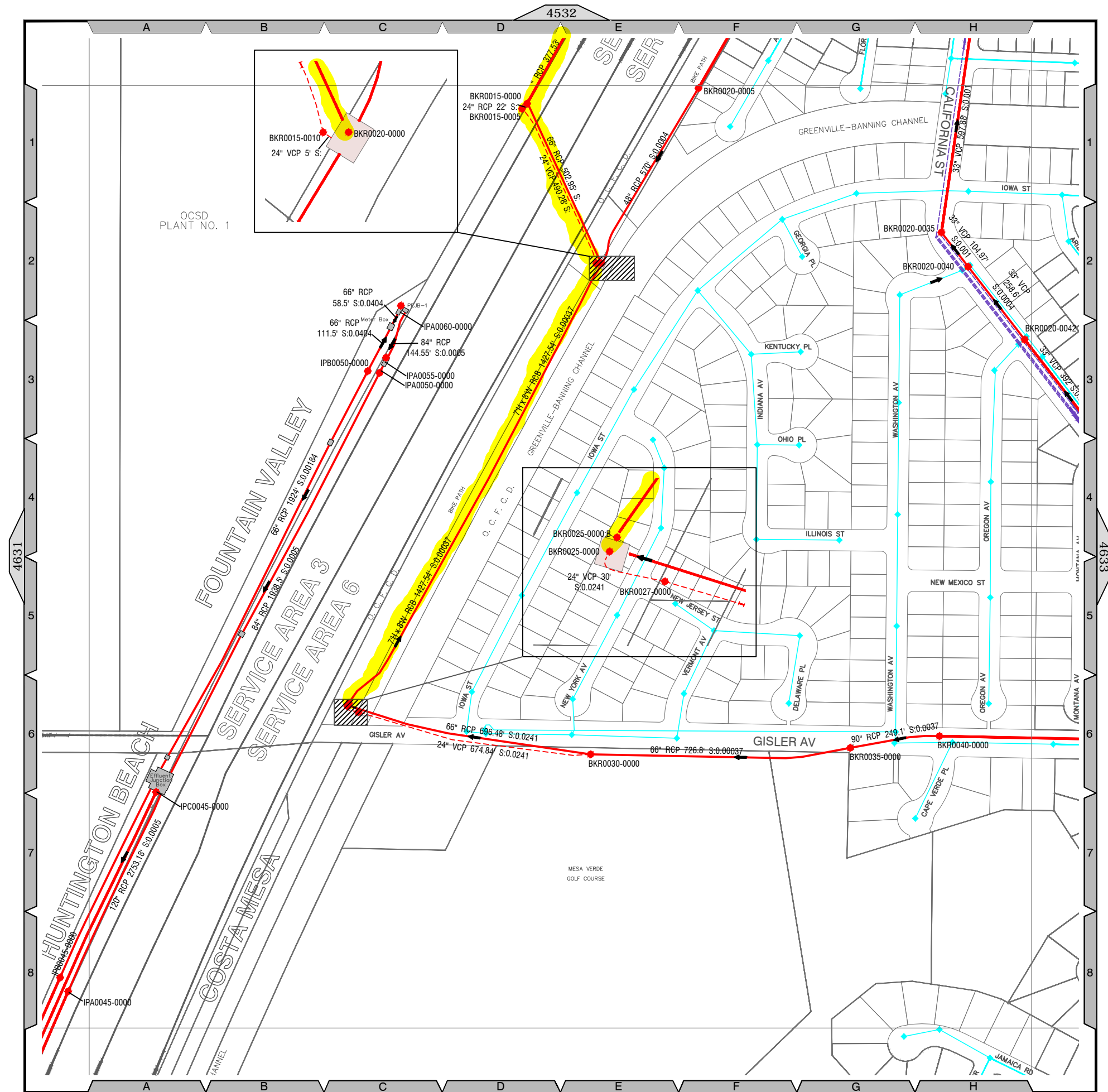
- Diversion Structure
- Manhole
- Manhole - Temp out-of-service
- Manhole - Abandoned
- Sewer
- Air Vent
- Sewer - Temp out-of service
- Sewer - Abandoned
- Force Main
- Valve
- Fitting
- Vault
- Pump Station
- Directional Flow Arrow
- Non OCSD System
- Historic Street Name (SANTA ANA AV)

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**ORANGE COUNTY SANITATION DISTRICT**

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MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
BKR0015-0000	14-1-1A-2	7+42.54	13.6	28.5	D	1
BKR0015-0005	14-1-1A-2	7+62.64	11.1	26	D	1
BKR0015-0010	14-1-1A-2	12+50.49	12.6	28	E	2
BKR0020-0000	14-1-1A-2	12+45.49	11.7	27.3	E	2
BKR0020-0005	14-1-1A-2	7+00.00	8.6	26	F	1
BKR0020-0035	7-1C	11+13.51	6.6	27.8	H	2
BKR0020-0040	7-1C	12+44.40	6.7	28.7	H	2
BKR0020-0042	6-13-3	15+03.00	9.04	30.24	H	3
BKR0025-0000	14-1-1A-2	26+26.72	11.1	27.2	C	6
BKR0027-0000	14-1-1A-2	26+59.84	24.6	21.1	C	6
BKR0030-0000	14-1-1A	33+13.20	11.4	29	E	6
BKR0035-0000	14-1-1A	40+40.00	18.2	36	G	6
BKR0040-0000	14-1-1A	42+89.10	17.6	35.4	H	6
IPA0050-0000	I-6-1	8+00.00	10.2	20.5	C	3
IPA0055-0000	I-6-2	7+57.00	17	28	C	3
IPA0060-0000	I-3	8+95.25	16	29.7	C	2
IPB0050-0000	I-3	10+72.08	8.3	27.5	C	3
IPC0045-0000	I-9	10+45.00	18.9	25.6	A	7

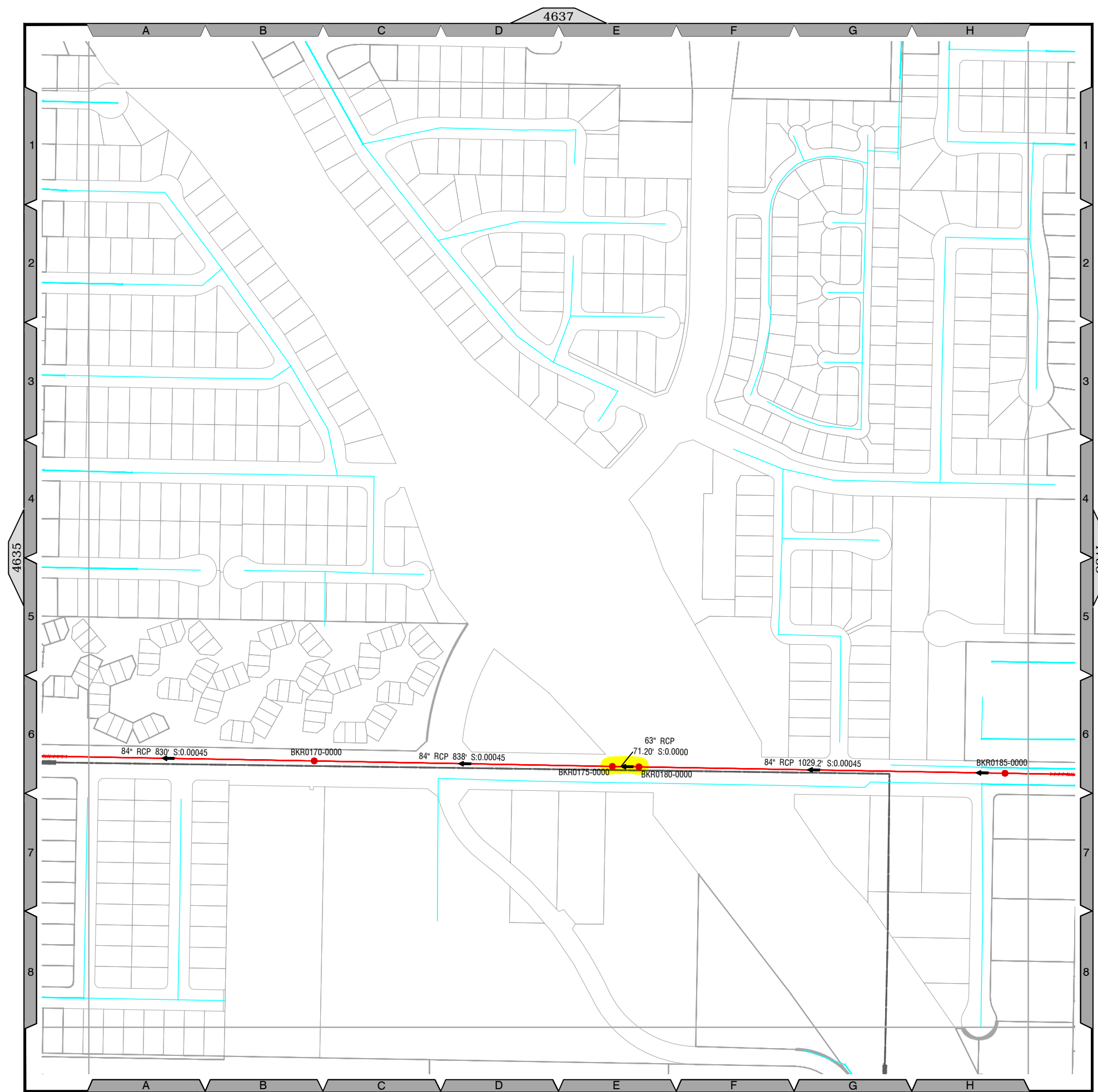
  

LEGEND	
	Diversion Structure
	Manhole
	Manhole - Temp out-of-service
	Manhole - Abandoned
	Sewer
	Air Vent
	Sewer - Temp out-of service
	Sewer - Abandoned
	Force Main
	Valve
	Fitting
	Vault
	Pump Station
	Directional Flow Arrow
	Non OCSD System
	Historic Street Name (SANTA ANA AV)

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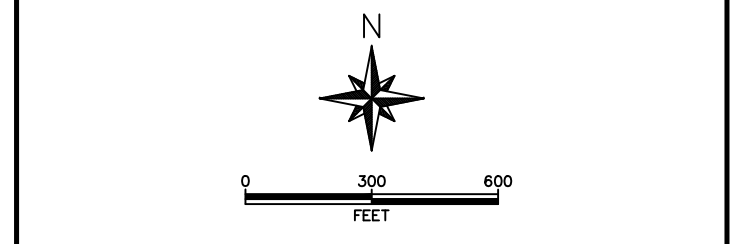


**MANHOLE DATA TABLE**

MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
BKR0170-0000	14-1-1B	184+10.00	15.4	39.6	B	6
BKR0175-0000	14-1-1B	192+51.30	14.3	38.9	E	6
BKR0180-0000	14-1-1B	193+22.50	14.1	38.8	E	6
BKR0185-0000	14-1-1B	203+55.00	14.7	39.8	H	6

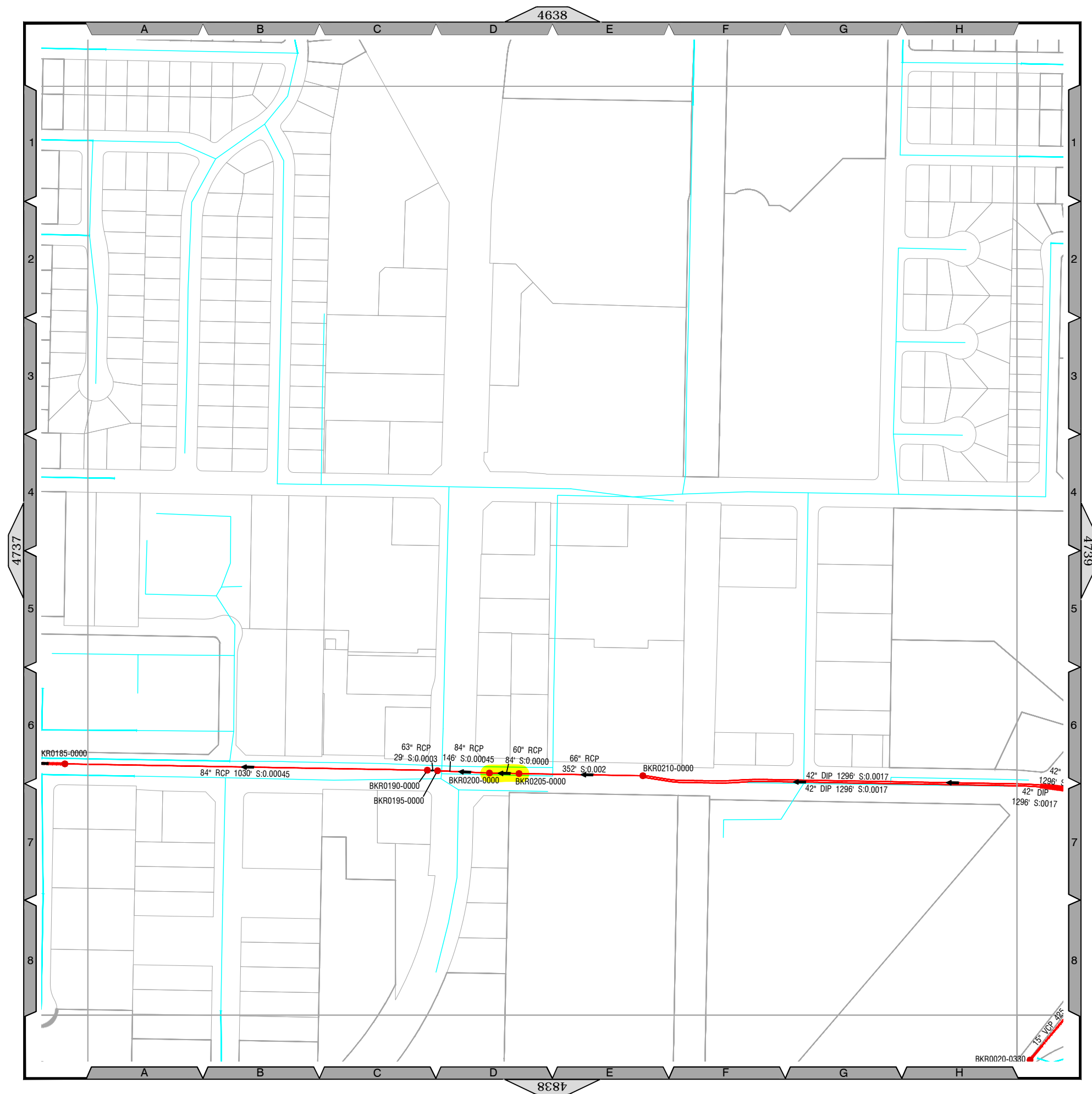
**LEGEND**

- OCSD Diversion Structure
- OCSD Manhole
- OCSD Sewer
- OCSD Manhole - Abandoned
- OCSD Sewer - Abandoned
- Pump Station
- Force Main
- Force Main Valve
- Force Main Air Valve
- Force Main Fitting
- Directional Flow Arrow
- Third Party Connection
- Non OCSD System
- Historic Street Name



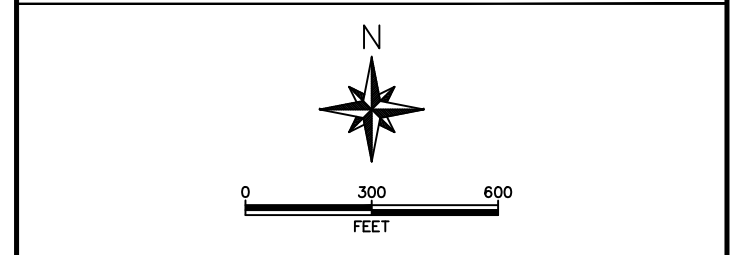
**ORANGE COUNTY SANITATION DISTRICT**

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MANHOLE DATA TABLE					
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X Y
BKR0190-0000	14-1-1B	213+85.00	13.2	38.8	C 6
BKR0195-0000	14-1-1B	214+14.00	13.2	38.8	D 6
BKR0200-0000	14-1-2	215+58.00	12.6	38	D 6
BKR0205-0000	14-1-2	216+42.00	9.6	36.2	D 6
BKR0210-0000	14-1-2	219+94.00	8.1	35.4	E 6

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Sewer
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	PS-AREA/LOC Pump Station
	Force Main
	Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	(SANTA ANA AV) Historic Street Name

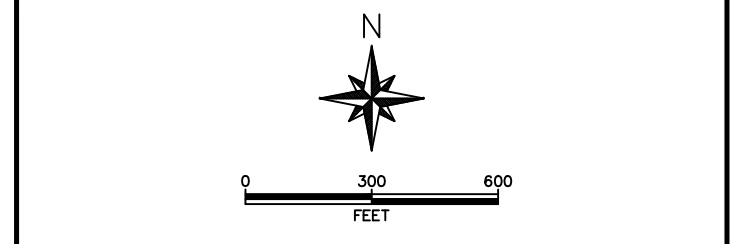


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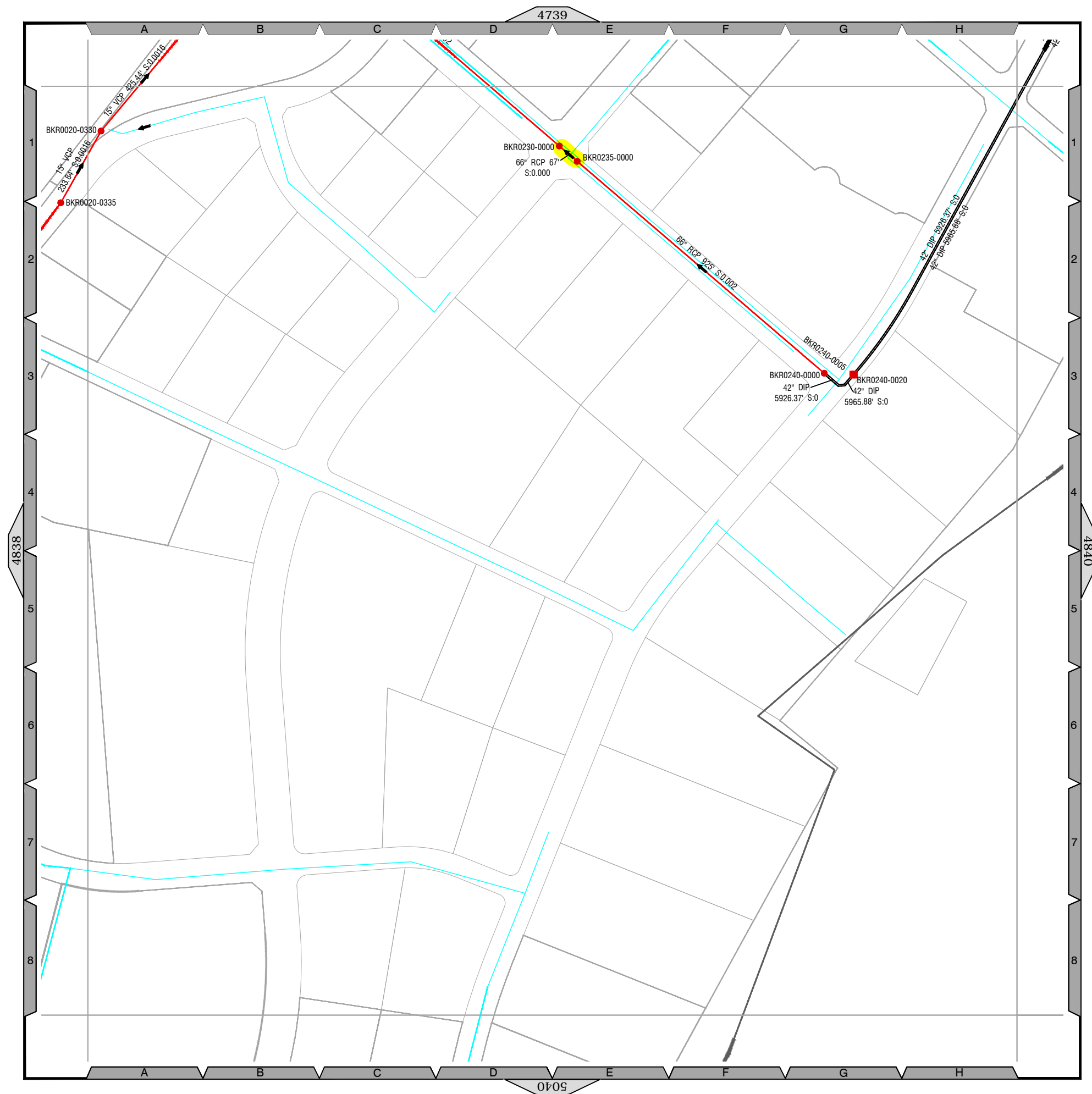
MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
BKR0020-0275	SSI-E	9+19.11	14.8	34.65	H	1
BKR0020-0280	SSI-E	12+25.81	16	36.68	G	1
BKR0020-0285	SSI-E	15+24.65	17	38.52	G	2
BKR0020-0290	SSI-D	0+00.00	17.6	42	E	3
BKR0020-0295	SSI-E	22+26.10	18.5	41.71	E	4
BKR0020-0300	SSI-E	27+73.17	18	42.52	D	5
BKR0020-0305	SSI-E	32+13.17	17.7	42.98	C	6
BKR0020-0310	SSI-E	36+20.17	16	41.88	B	7
BKR0020-0315	SSI-E	36+99.07	17	43.16	B	7
BKR0020-0320	SSI-E	37+19.07	16	42	B	7
BKR0020-0325	SSI-E	40+87.55	15.8	42.61	A	8
BKR0215-0000	14-1-2	236+40.00	11.7	41.5	A	7
BKR0220-0000	14-1-2	236+40.00	11.8	41.6	B	7
BKR0225-0000	14-1-2	237+00.00	11.4	41.6	B	7

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Sewer
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	Pump Station
	Force Main
	Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	(SANTA ANA AV) Historic Street Name



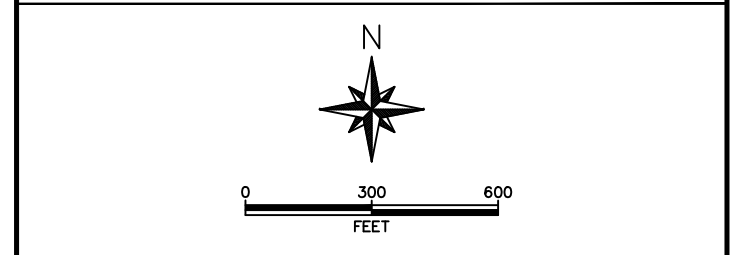
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MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
BKR0230-0000	14-1-2	246+58.00	12.4	44.6	E	1
BKR0235-0000	14-1-2	247+25.00	12.2	44.8	E	1
BKR0240-0000	14-1-2	256+50.00	12	46.5	G	3
BKR0240-0005	14-1-2	257+74.53	00.0	00.0	G	3
BKR0240-0020	14-1-2	257+67.08	00.0	00.0	G	3

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Sewer
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	PS-AREA/LOC Pump Station
	Force Main
	LOOP TAG # Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	(SANTA ANA AV) Historic Street Name



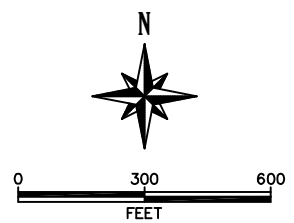
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MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
IPA0020-0000	I-6-1	127+41.92	13.5	18	H	5
IPB0020-0000	I-3	130+00.00	6.9	10.5	H	5
IPC0025-0000	I-9	114+04.16	14.3	15.8	H	5
IPD0045-0000	I-8	76+24.42	17.6	7.4	E	6
IPD0050-0000	I-8	78+57.00	17.1	7.5	E	6
IPD0055-0000	I-8	90+18.00	16.8	7.8	E	2
IPD0060-0000	I-8	91+51.93	16.3	7.9	E	2

**LEGEND**

- ▲ OCSD Diversion Structure
- OCSD Manhole
- OCSD Sewer
- OCSD Manhole - Abandoned
- - - OCSD Sewer - Abandoned
- PS-AREA/LOC Pump Station
- Force Main
- LOOP TAG #
- Force Main Air Valve
- Force Main Fitting
- Directional Flow Arrow
- Third Party Connection
- Non OCSD System
- (SANTA ANA AV) Historic Street Name



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MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
CST0060-0015	11-14	27+35.00	16.8	7.1	D	8
CST0060-0020	11-14	33+34.00	12.1	3	D	6
CST0060-0025	11-E	0+12.87	15.1	4.98	D	8
CST0060-0030	11-E	1+49.94	6.7	3.63	D	8
CST0060-0035	11-E	5+52.22	5.8	3.06	C	8
CST0060-0040	11-E	11+51.79	5.4	3.17	A	8
CST0060-0100	11-14	33+62.00	11.8	2.8	E	6
CST0060-0105	11-8	1+65.95	9.1	2.3	E	6
CST0060-0110	11-8	6+63.10	9.5	6.26	E	8
CST0060-0150	11-1	0+68.00	11	2.5	E	6
CST0060-0155	11-1	2+53.07	11	2.25	E	5
CST0060-0160	11-1	12+55.00	10	2.25	E	2
CST0060-0165	11-1	14+00.00	10.4	3.07	E	2
CST0060-0170	11-1	16+48.94	10	2.25	E	1

**LEGEND**

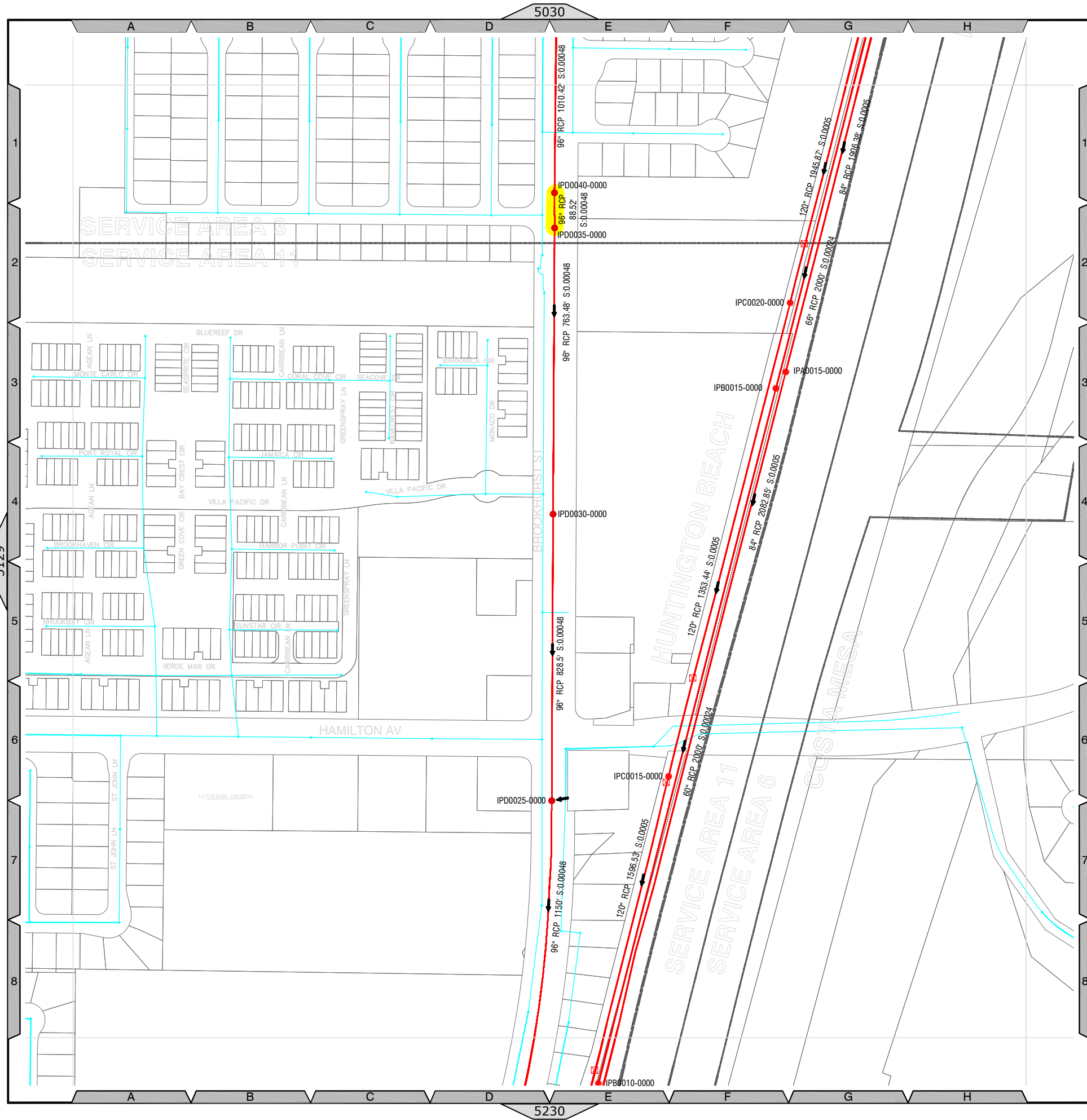
- OCSD Diversion Structure
- OCSD Manhole
- OCSD Sewer
- OCSD Manhole - Abandoned
- OCSD Sewer - Abandoned
- Pump Station
- Force Main
- Force Main Valve
- Force Main Air Valve
- Force Main Fitting
- Directional Flow Arrow
- Third Party Connection
- Non OCSD System
- Historic Street Name (SANTA ANA AV)

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**ORANGE COUNTY SANITATION DISTRICT**

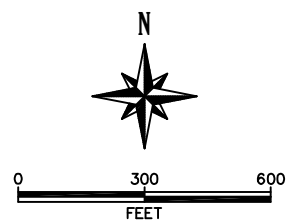
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MANHOLE DATA TABLE						
MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
IPA0015-0000	I-6-1	146+48.30	14.5	18	F	3
IPB0015-0000	I-3	150+00.00	8.7	11.75	F	3
IPC0015-0000	I-9	147+03.47	14.7	14.5	E	6
IPC0020-0000	I-9	133+50.03	14.7	13.6	G	2
IPD0025-0000	I-8	49+33.50	18.4	6.4	E	7
IPD0030-0000	I-8	57+62.00	18.3	6.7	E	4
IPD0035-0000	I-8	65+25.48	18.2	7	E	2
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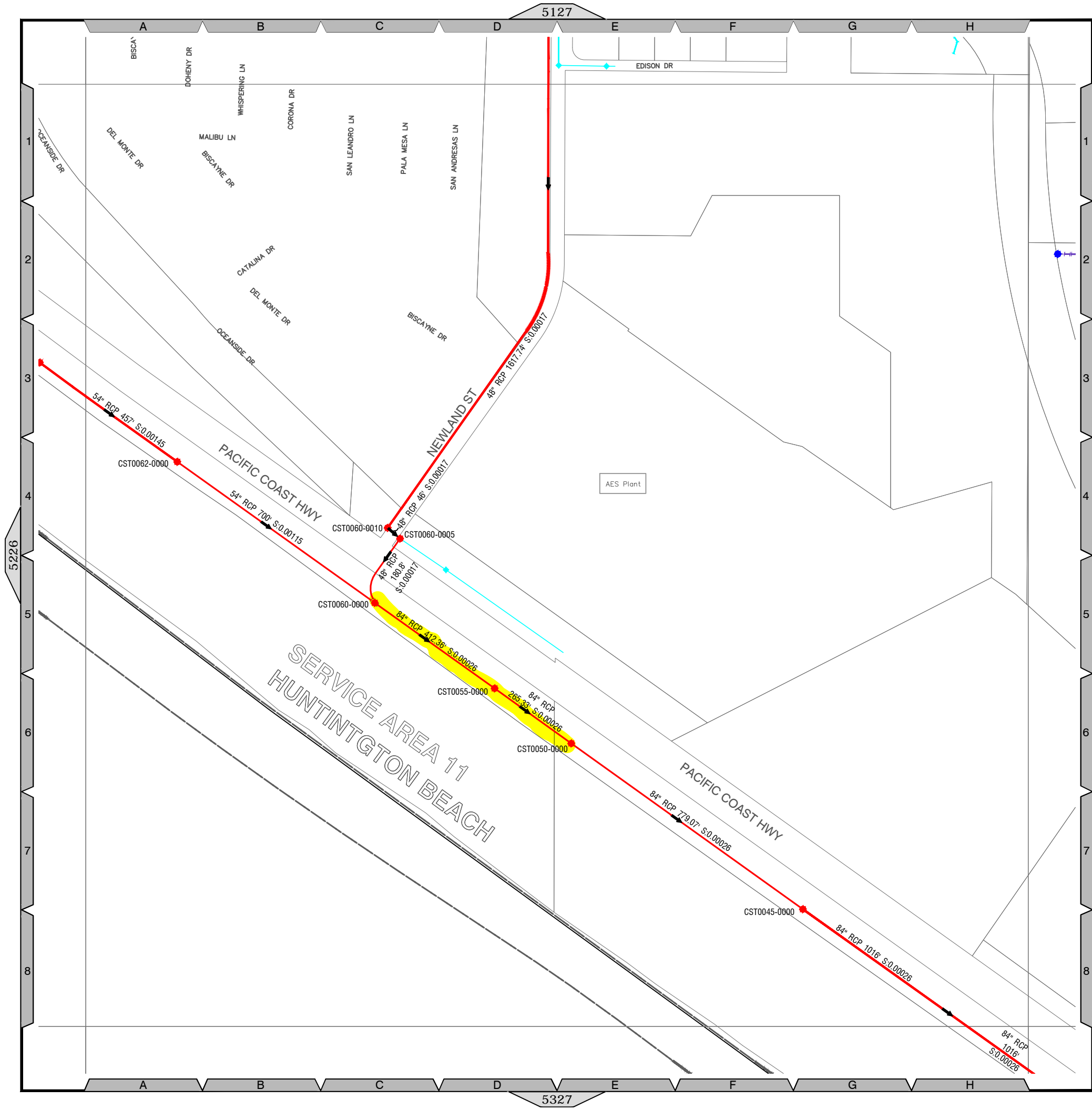
**LEGEND**

- OCSD Diversion Structure
- OCSD Manhole
- OCSD Sewer
- OCSD Manhole - Abandoned
- OCSD Sewer - Abandoned
- PS-AREA/LOC Pump Station
- Force Main
- LOOP TAG # Force Main Valve
- Force Main Air Valve
- Force Main Fitting
- Directional Flow Arrow
- Third Party Connection
- Non OCSD System
- Historic Street Name (SANTA ANA AV)



**ORANGE COUNTY SANITATION DISTRICT**

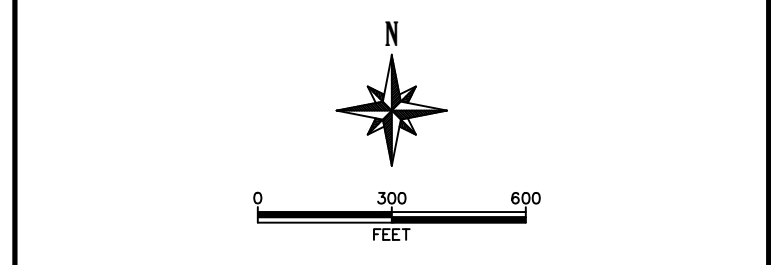
SERVICE AREA	EMB PAGE
11	<b>5130</b>
REVISION DATE	
Feb 22, 2017	



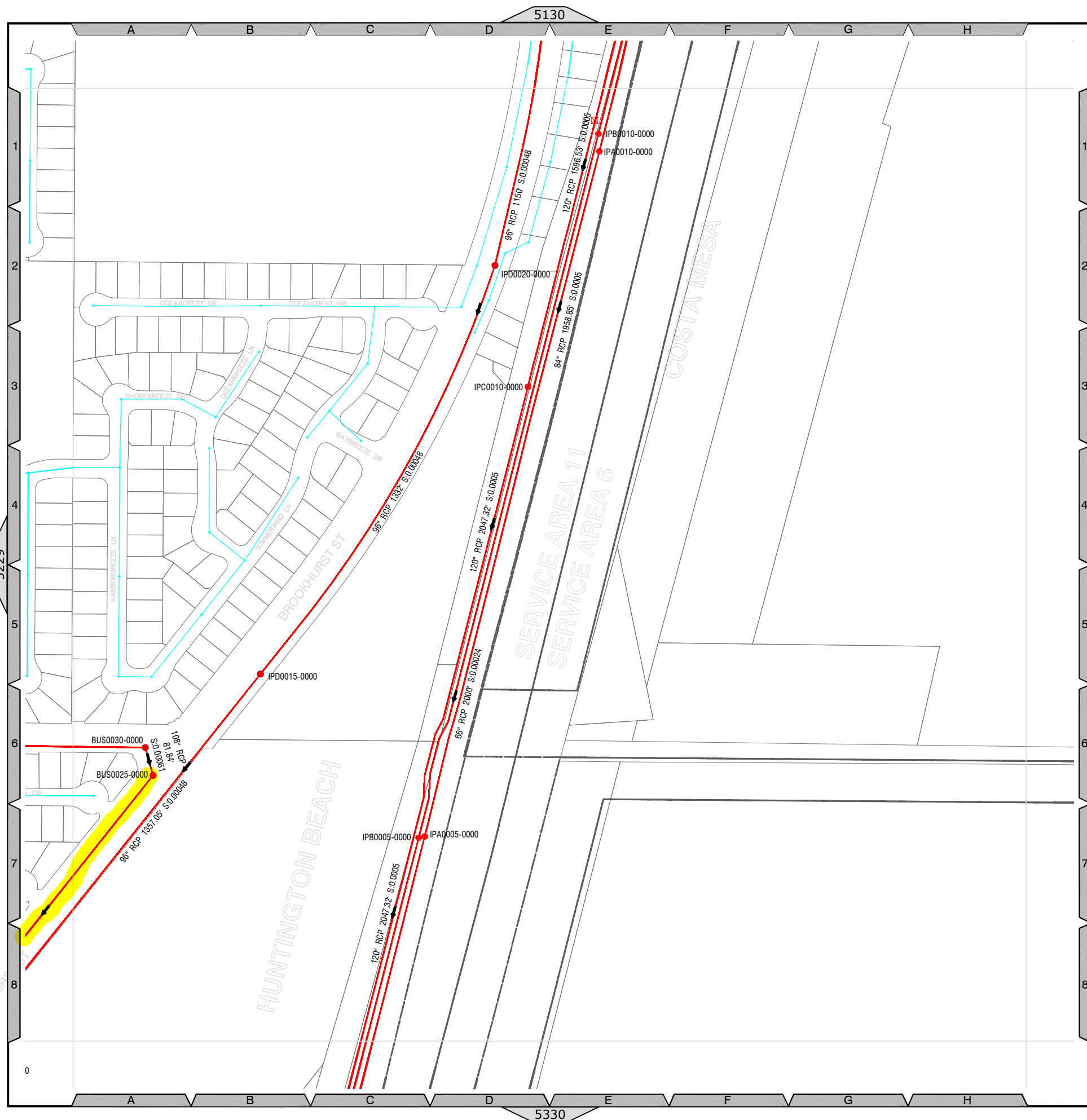
MANHOLE DATA TABLE					
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CST0050-0000	11-13-2	94+01.29	18.6	7.5	E 6
CST0055-0000	11-13-2	96+66.62	19.1	8	D 6
CST0060-0000	11-13-2	100+78.98	19	8	C 5
CST0060-0005	11-14	11+02.88	19	9	C 4
CST0060-0010	11-14	11+48.88	18.7	8.8	C 4
CST0062-0000	11-26R	107+79.20	16.8	7.1	A 4

**LEGEND**

- Diversion Structure
- Manhole
- Manhole - Temp out-of-service
- Manhole - Abandoned
- Sewer
- Air Vent
- Sewer - Temp out-of service
- Sewer - Abandoned
- Force Main
- Valve
- Fitting
- Vault
- Pump Station
- Directional Flow Arrow
- Non OCSD System
- Historic Street Name (SANTA ANA AV)

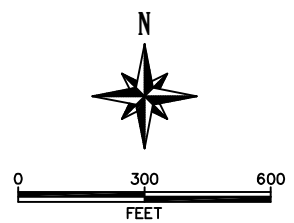


ORANGE COUNTY SANITATION DISTRICT	
SERVICE AREA	EMB PAGE
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REVISION DATE	
Jan 21, 2021	

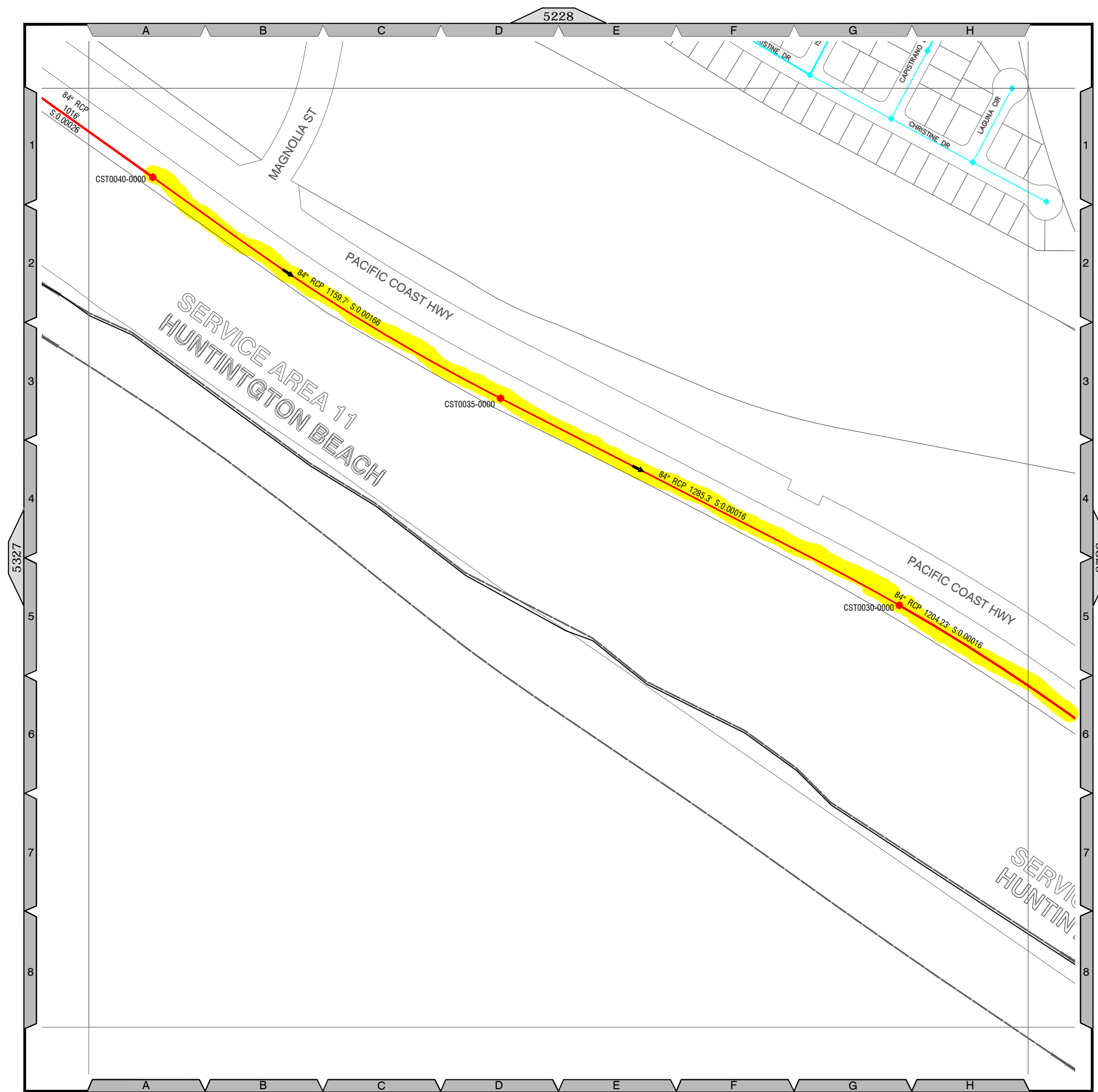


MANHOLE DATA TABLE						
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BUS0025-0000	I-2-4	26+04.55	18.5	4.9	A	6
BUS0030-0000	I-2-4	26+86.39	18.4	4.9	A	6
IPA0005-0000	I-6-1	186+89.10	11.5	13.5	C	7
IPA0010-0000	I-6-1	167+31.00	12.5	15	E	1
IPB0005-0000	I-3	190+00.00	7.4	9.5	C	7
IPB0010-0000	I-3	170+00.00	7.8	10.4	E	1
IPC0010-0000	I-9	163+02.54	14.7	13.8	D	3
IPD0015-0000	I-8	24+67.05	19.2	6	B	5
IPD0020-0000	I-8	49+33.50	18.7	6.2	D	2

LEGEND	
	OCSD Diversion Structure
	OCSD Manhole
	OCSD Manhole - Abandoned
	OCSD Sewer - Abandoned
	PS-AREA/LOC Pump Station
	Force Main
	LOOP TAG # Force Main Valve
	Force Main Air Valve
	Force Main Fitting
	Directional Flow Arrow
	Third Party Connection
	Non OCSD System
	(SANTA ANA AV) Historic Street Name



















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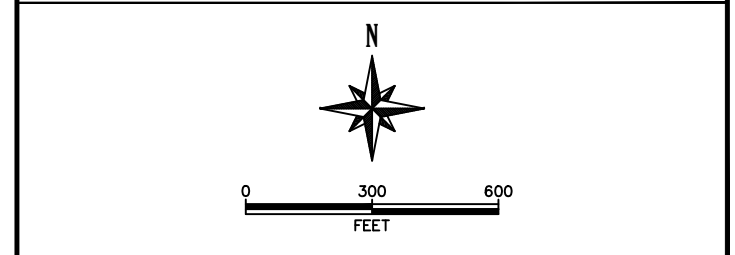


**MANHOLE DATA TABLE**

MANHOLE ID	CONTRACT	STATION NUMBER	MH DEPTH	RIM ELEV CD	X	Y
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CST0040-0000	11-13-2	76+06.22	21.5	7	A	1

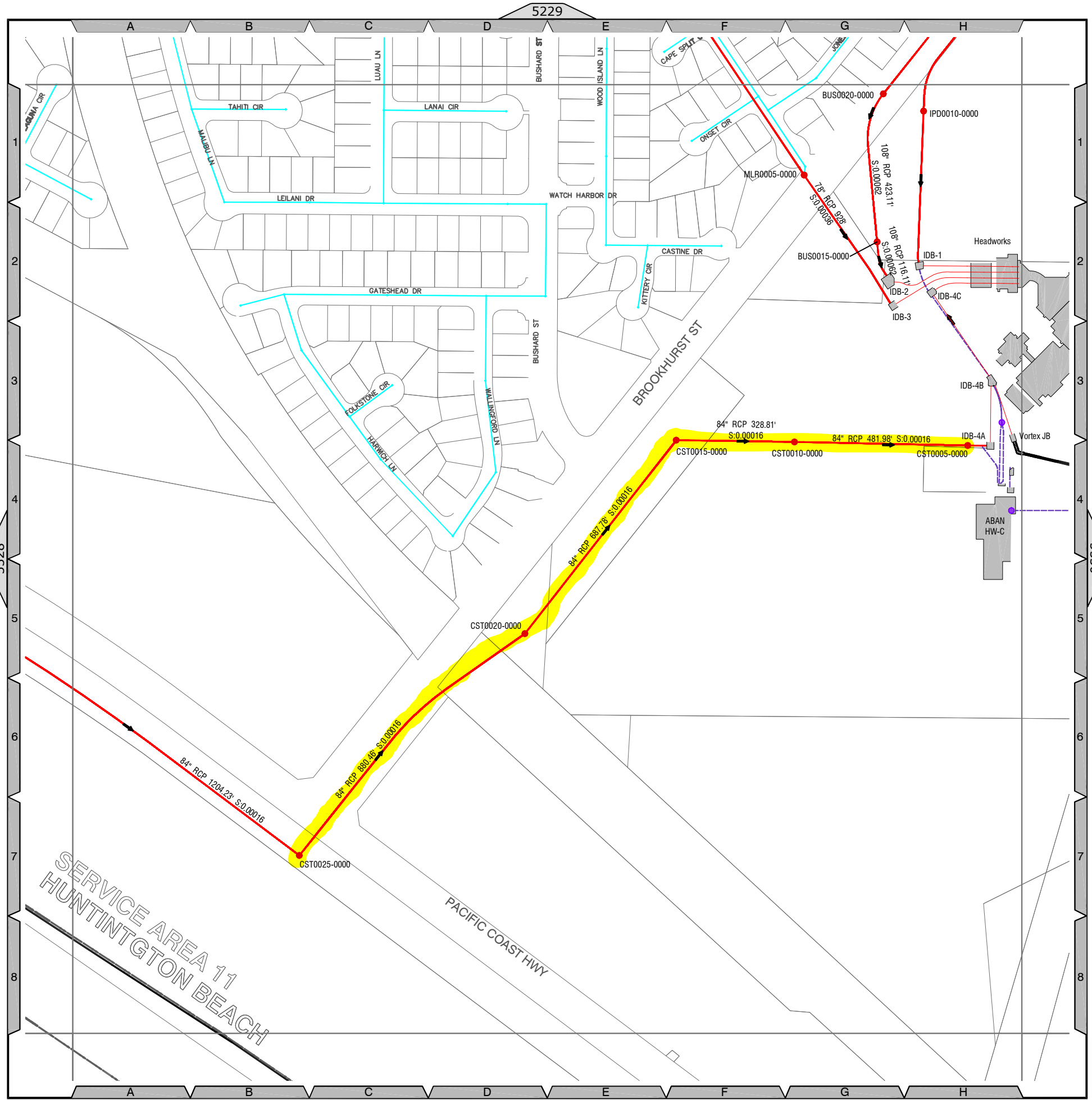
**LEGEND**

-  Diversion Structure
-  Manhole
-  Manhole - Temp out-of-service
-  Manhole - Abandoned
-  Sewer
-  Air Vent
-  Sewer - Temp out-of-service
-  Sewer - Abandoned
-  Force Main
-  Valve
-  Fitting
-  Vault
-  Pump Station
-  Directional Flow Arrow
-  Non OCSD System
-  Historic Street Name (SANTA ANA AV)



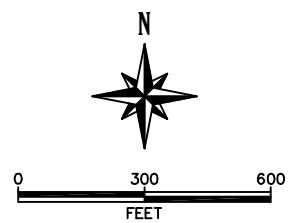
**ORANGE COUNTY SANITATION DISTRICT**

SERVICE AREA	EMB PAGE
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Jan 21, 2021	



MANHOLE DATA TABLE						
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BUS0015-0000	1-2-4	12+04.73	19.3	4.85	G	2
BUS0020-0000	1-2-4	16+27.84	18.7	4.55	G	1
CST0005-0000	11-13-2	17+29.43	24.8	10.5	H	3
CST0010-0000	11-13-2	22+03.41	24	8	G	3
CST0015-0000	11-13-2	25+32.32	21.2	7	F	3
CST0020-0000	11-13-2	32+20.00	20.1	6	D	5
CST0025-0000	11-13-2	40+87.60	22	8	B	7
IPD0010-0000	1-8	11+10.00	18.6	4.8	H	1
MLR0005-0000	3-1	24+28.00	18.2	4	G	1

- LEGEND**
- OCSD Diversion Structure
  - OCSD Manhole
  - OCSD Sewer
  - OCSD Manhole - Abandoned
  - OCSD Sewer - Abandoned
  - PS-AREA/LOC Pump Station
  - Force Main
  - LOOP TAG # Force Main Valve
  - Force Main Air Valve
  - Force Main Fitting
  - Directional Flow Arrow
  - Third Party Connection
  - Non OCSD System
  - Historic Street Name (SANTA ANA AV)



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## **Exhibit “B”**

### **COST MATRIX**



**EXHIBIT B  
COST MATRIX**

**(USE ELECTRONIC FORM TO SUBMIT PROPOSED PRICING)**

**SONAR INSPECTION OF LARGE DIAMETER SEWERS AND SIPHONS  
SPECIFICATION NO. S-2022-1327**

In accordance with Exhibit A, Scope of Work, the following items are to be completed by the Consultant. Total costs should include labor, travel and any other expenses.

<b>Line Items</b>	<b>DESCRIPTION</b>	<b>Unit of Measure</b>	<b>Qty</b>	<b>Per Unit</b>	<b>TOTAL COST</b>
1	Sonar Inspection	Lot	1	\$ 329,700.00	\$ 329,700.00
2	Additional Mobilization	Each	1	\$ 15,249.00	\$ 15,249.00
<b>Total Lump Sum Cost for Services (Line Items 1 &amp; 2)</b>					<b>\$ 344,949.00</b>



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2563

**Agenda Date:** 11/2/2022

**Agenda Item No:** 3.

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**FROM:** James D. Herberg, General Manager  
Originator: Riaz Moinuddin, Director of Operations & Maintenance

**SUBJECT:**

**PURCHASE OF SODIUM HYPOCHLORITE (BLEACH SOLUTION) FOR ODOR CONTROL AND PLANT WATER DISINFECTION IN THE TREATMENT PLANTS**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Chemical Supplier Agreement to Olin Corporation dba Olin Chlor Alkali Products and Vinyls for the purchase of Sodium Hypochlorite (Bleach), Specification No. C-2022-1346BD, for the period beginning December 1, 2022 through May 31, 2023 for a unit price of \$1.728 per gallon delivered, plus applicable sales and excise tax, for a total estimated cost of \$632,708;
- B. Approve the option to renew the Chemical Supplier Agreement over a five-year period, expiring November 30, 2027, with renewal terms not to exceed a 12-month term; and
- C. Approve renewal adjustments of unit pricing with a not to exceed unit price of \$2.16/gallon (25%).

**BACKGROUND**

Orange County Sanitation District (OC San) utilizes sodium hypochlorite (bleach) for treatment of foul air collected from the collection system and the treatment plants. The foul air is treated in chemical scrubbers using sodium hypochlorite in accordance with AQMD requirements for oxidizing hydrogen sulfide from the foul air. Sodium hypochlorite is also used to disinfect plant water that is used in the treatment plants. Additionally, sodium hypochlorite is required, per NPDES permit requirements, to be available for emergency outfall disinfection purposes.

Staff estimates 61,000 gallons of bleach usage per month at the treatment plants.

Like many chemicals in the current economy, sodium hypochlorite has been subject to volatile pricing and supply constraints. In this environment, the vendors suggested an initial contract length of six months to limit pricing risk to both OC San and the vendors.

**RELEVANT STANDARDS**

- Operate and maintain facilities to minimize impacts on surrounding communities, including odor, noise, and lighting
- Zero odor incidents/events under normal operating conditions for Plant Nos. 1 and 2
- Comply with environmental permit requirements
- Maintain a culture of improving efficiency to reduce the cost to provide the current service level or standard

**PROBLEM**

OC San requires a contract to be in place before the existing contract expires on November 30, 2022. Bleach is required to meet permit obligations and to support wastewater treatment process needs at Plant Nos. 1 and 2.

**PROPOSED SOLUTION**

Staff recommends approving a chemical supplier agreement to Olin Corporation dba Olin Chlor Alkali Products and Vinyls for the purchase of Sodium Hypochlorite.

**TIMING CONCERNS**

OC San requires a contract to be in place before the existing agreement expires on November 30, 2022.

**RAMIFICATIONS OF NOT TAKING ACTION**

Shortages in available bleach will impede OC San’s ability to fulfill AQMD and NPDES permit requirements and to control and mitigate odors at both plants, ability to disinfect plant water for safe reuse, and meet permit obligations for disinfection in the event of effluent discharge out the one-mile emergency outfall.

**PRIOR COMMITTEE/BOARD ACTIONS**

N/A

**ADDITIONAL INFORMATION**

A notice inviting Bids was issued on July 14, 2022 via PlanetBids and closed on August 10, 2022. Two bids were received for procurement; below is a list of firms that submitted a bid:

<b>Vendor</b>	<b>Bid</b>	<b>Determination</b>
Olin Corporation dba Olin Chlor Alkali Products and Vinyls	\$632,708.00	Responsive
JCI Jones	\$825,052.70	Responsive

Based on these results, staff recommends awarding the chemical supplier agreement to Olin Corporation dba Olin Chlor Alkali Products and Vinyls. The term of this agreement will begin December 1, 2022 through May 31, 2023 with the option to renew the Chemical Supplier Agreement over a five-year period, expiring November 30, 2027, with renewal terms not to exceed a 12-month term.

**CEQA**

N/A

**FINANCIAL CONSIDERATIONS**

This request complies with authority levels of OC San's Purchasing Ordinance. This item has been budgeted in the FY2022-2023 Operating Budget, Division 830, Supplies line item (Section 6, Page 84) and Division 840, Supplies line item (Section 6, Page 88). 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](http://www.ocsan.gov)) with the complete agenda package:*

- Chemical Supplier Agreement

JS:JL:cf

**CHEMICAL SUPPLIER AGREEMENT  
PURCHASE OF SODIUM HYPOCHLORITE (BLEACH) SOLUTION  
Specification No. C-2022-1346BD**

**THIS AGREEMENT** is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OC San") and Olin Corporation, dba Olin Chlor Alkali Products and Vinyls with a principal place of business at 26700 South Banta Road, Tracy, California 95304 (hereinafter referred to as "Supplier") collectively referred to as the "Parties".

**WITNESETH**

**WHEREAS**, OC San desires to temporarily engage Supplier to provide Sodium Hypochlorite (Bleach) Solution, Specification No. C-2022-1346BD described in Exhibit "A"; and

**WHEREAS**, Supplier submitted its Bid dated August 9, 2022; and

**WHEREAS**, on November 16, 2022, the Board of Directors of OC San, by minute order, authorized execution of this Agreement between OC San and Supplier; and

**WHEREAS**, OC San has chosen Supplier to provide Sodium Hypochlorite (Bleach) 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 (called the "Agreement") is made by OC San and the Supplier. The terms and conditions herein exclusively govern the purchase of Sodium Hypochlorite (Bleach) 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 Requirements Form  
Exhibit "D" 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 Hypochlorite (Bleach) 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 Hypochlorite (Bleach) 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 A bill of lading shall accompany all shipments in accordance with Exhibit “A”.

3. **Possession** Ownership and control of all Sodium Hypochlorite (Bleach) 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 Hypochlorite (Bleach) 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 Hypochlorite (Bleach) 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 active dry pound rate or for any other default or breach of this Agreement. In such event, OC San may purchase Sodium Hypochlorite (Bleach) 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 Hypochlorite (Bleach) 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 contract, 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 contract.”

## **6. Pricing and Invoicing**

- 6.1 Supplier will invoice for Sodium Hypochlorite (Bleach) delivered in accordance with Exhibit “A”, and in accordance with the daily tote rental, unit price(s) for both tote and bulk deliveries as 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](mailto:APStaff@ocsan.gov) and “INVOICE” with the Purchase Order Number and Sodium Hypochlorite (Bleach), Specification No. C-2022-1346BD 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 six (6) month Agreement term. Any adjustments made will allow for increases or decreases in the manufactured cost of Sodium Hypochlorite (Bleach) and will be based upon OC San validated information furnished by Supplier and OC San sources. Adjustments will only be reviewed during the renewal process. 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 for the period of six (6) months commencing on December 1, 2022 and continuing through May 31, 2022.

## **9. Renewals**

- 9.1 OC San may exercise the option to renew the Agreement for up to a twelve (12) month period at a time not to exceed a total contract term of five (5) years based upon the criteria set forth in Exhibit "A", if mutually acceptable terms can be negotiated. 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 Hypochlorite (Bleach).

Adjustments to price of Sodium Hypochlorite (Bleach) 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** 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 and Human Resources Policies**
- 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", and the Human Resources Policies in Exhibit "E."
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 an 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. Incorporated Documents**

25.1 The Scope of Work, Bid, Acknowledgement of Insurance Requirements, and OC San Safety Standards are hereby incorporated into and made a part of this Agreement, and unless modified or changed hereinabove, are controlling for all matters pertaining to the supply of Sodium Hypochlorite – NaOCl (BLEACH) Solution and the manner of performance thereof.

25.2 In the event of any conflict or inconsistency between the provisions of this Agreement and any of the provisions of the other incorporated documents, the provisions of this Agreement shall in all respects govern and control.

26. **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.

27. **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.

28. **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.

29. **Public Contracts Law** OC San is subject to the provisions listed in the prevailing wage determination made by the Director of the Department of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. It is agreed that all provisions of law applicable to public contracts are part of this Agreement to the same extent as though set forth herein and will be complied with by Supplier. Supplier shall not pay less than the prevailing wage.

30. **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.

31. **Performance** Time is of the essence in the performance of the provisions hereof.

32. **Familiarity with Work** By executing this Agreement, Supplier warrants that: 1) it has investigated the work to be performed; 2) it has investigated the site of the work and is aware of all conditions there; and 3) it understands the facilities, difficulties and restrictions of the work under this Agreement. 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.

33. **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.
34. **Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OC San and Supplier.
35. **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.
36. **Read and Understood** By signing this Agreement, Supplier represents that it has read and understood the terms and conditions of the Agreement.
37. **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.
38. **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: Jackie Lagade  
Principal Buyer  
Orange County Sanitation District  
10844 Ellis Avenue  
Fountain Valley, CA 92708

Supplier: John M. Schabacker  
Business Director  
Olin Corporation dba Olin Chlor Alkali Products and Vinyls  
26700 South Banta Road  
Tracy, CA 95304

[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 the 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  
Purchasing & Contracts Manager

**OLIN CORPORATION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title of Officer

JL



**EXHIBIT A**  
**SCOPE OF WORK**  
**For**  
**Purchase of Sodium Hypochlorite (Bleach)**

**EXHIBIT A  
 TECHNICAL SPECIFICATIONS  
 PURCHASE OF SODIUM HYPOCHLORITE (BLEACH)  
 SPECIFICATION NO. C-2022-1346BD**

1. **Summary** - The product supplied shall be Sodium Hypochlorite. The technical specifications are as follows:

**A. General Requirements:**

The bleach (Sodium Hypochlorite, NaOCl) shall be liquid, shall be in accordance with AWWA standard B300-10, and shall be meet the following specifications:

Parameter	Specification
Sodium hypochlorite, weight by weight, %	12.5-15.0
Specific gravity	~1.19
Free alkalinity (as NaOH) by weight, %	0.2 minimum, 1.0 maximum
Appearance	Clear yellowish-green liquid
Available Chlorine, weight by weight , %	11.9-14.3

**B. Purity Requirements:**

The Sodium Hypochlorite shall not exceed the following concentrations of impurities:

Parameter	Maximum Allowable Value
Iron, ppm	2
Copper, ppm	0.1
Nickel, ppm	0.1
Manganese, ppm	0.1
Insoluble, by weight, %	0.15
Suspended solids quality test using vacuum filtration for 1 liter, with 0.8 um filter paper, 20 mm Hg. minutes	< 3

**Product Requirements** - Orange County Sanitation District (OC San) does not guarantee any minimum or maximum usage of solution, but it is estimated that the annual usage at Plant 1 and 2 will be 320,000 and 420,000 gallons, respectively for a total of 740,000 gallons. The quantity mentioned is an estimate only. Supplier must be able to demonstrate they can provide 740,000 gallons of bleach in one year and can deliver daily. Deliveries will be limited to a maximum of 5,000 gallons per load and allow for the load quantity to be split for smaller, 4,000-gallon storage tanks. Multiple truckloads may be required at both plants on any given day. Every truckload will be split typically amongst 2 or 3 storage tanks. Supplier must include all charges associated with the Agreement including deliveries to multiple chemical tanks and fuel surcharge in the unit price per gallon and/or freight per gallon as submitted in the Bid.

The chemical shall conform to the requirements of AWWA B300-10. The product supplied shall be of new manufacture and shall not be a reconstituted, reclaimed, or spent product. OC San will conduct routine analyses of delivered chemical. The Supplier shall provide

quarterly a sample report analysis which will include constituents listed under 1.A. General Requirements and 1.B. Purity Requirements for OC San. Additional analysis maybe required upon request by OC San. The chemical must meet minimum specification of bleach at the time of delivery.

OC San reserves the right to reject a load if the concentration of that batch is not within the specified range of Sodium Hypochlorite, weight by weight 12.5% - 15%. Repeated deviations of the product from the specifications of more than two times per calendar month may be used as grounds for terminating the Agreement.

- 2. Delivery of Bleach** - Scheduled deliveries will be made seven days a week from 7:00 a.m. to 4:00 p.m. Under normal conditions, OC San will provide a two-day notification, except in emergency situations whereby a twenty-four (24) hour notice for delivery is required.

A delivery statement shall accompany all shipments and state delivered weight, delivered gallons, specific gravity of the product being shipped and percent Sodium Hypochlorite of the delivered solution. A separate certificate of analysis will accompany each load with the percent Sodium Hypochlorite and specific gravity.


Supplier must verify delivery connections type and size for the storage tanks.

OC San's plant gates are equipped with intercoms for the purpose of announcing arrivals. Please follow instructions - **DO NOT BLOW HORNS**. Please reference Chemical Delivery Unloading Procedures, Attachment "A-2".

- 3. Spill Response Plan** - Supplier shall have and maintain an effective spill response plan for in plant spills and in-route spills to minimize environmental impacts. Said plan must be forwarded in writing to OC San within thirty (30) days of the date of the Notice to Proceed, before meeting with OC San's Safety Division, and before the chemical is delivered. Supplier must be able to demonstrate drivers have been properly trained if OC San requests records.
- 4. Safety** – OC San requires hardhats, safety glasses, and safety shoes be worn on the plant premises. Drivers shall comply with OC San safety policies while on the plant process sites. Safety equipment shall be provided by Supplier. Chemical safety goggles are required when working in designated areas. 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. Drivers must review the safety shower and eye wash locations prior to off-loading chemicals. **Lack of safety equipment or failure to use safety equipment will be cause for rejection of the product and/or termination of the Agreement.**

A meeting with personnel from OC San's Safety and Emergency Response Department will be required before start of work under this Agreement.

**Appendix A-1**  
**CHEMICAL DELIVERY PROCEDURES**  
**For**  
**Purchase of Sodium Hypochlorite (Bleach)**

 <b>Orange County Sanitation District</b>	<b>Procedure No:</b> OM-SOP-002
	<b>Path:</b> <a href="#">\\omlib\Library\SOPS and EOPs\P1 - P2 SOPS\Attended Chem Delivery Procs OM-SOP-002</a>
<b>Title:</b> Attended Chemical Delivery Procedures for Plant No. 1 and Plant No. 2	<b>Approved by:</b> Division 830 Division 840

PROCEDURE REVISION HISTORY		
Rev.	Date	Approval
0	10/2/13	
1	1/14/14	J. Spears
2		
3		
4		
5		
6		
7		

*This document is controlled when viewed online. When downloaded and printed, this document becomes **UNCONTROLLED**, and users should check the path above to ensure that they have the latest version.*

## 1. Purpose and Scope

- A. Orange County Sanitation District (OCSD) Operations Division 830/840 has outlined their standard operating procedure (SOP) for delivery of designated bulk chemicals delivered to the Fountain Valley and Huntington Beach treatment plants. These chemicals include sodium hydroxide, hydrogen peroxide, hydrochloric acid, split-loads of bleach, and emulsion cationic polymer

## 2. Definitions

- A. **Bulk Chemicals:** Chemicals in amounts greater than 500 gallons.
- B. **Attended:** Having an OCSD Operator present during chemical transfer.
- C. **OCSD:** Orange County Sanitation District.
- D. **SOP:** Standard Operating Procedure

## 3. Procedures

- A. Procedures for chemical deliveries are as follows:
1. Supplier's drivers will sign in at the Orange County Sanitation District (OCSD) Control Center at Plant No. 1, 10844 Ellis Avenue, Fountain Valley or the Operations Center at Plant No. 2, 22212 Brookhurst Street, Huntington Beach, CA.
  2. While in the Control Center or Operations Center, the driver must sign in the visitors' log book and obtain pre-delivery signatures from the control center operator. The driver must also receive clear instructions as to which tank is to receive the delivery.
  3. Operations staff must be present before driver is permitted to make delivery connections to the bulk tank.
  4. If required, chemical samples from the driver may be left at a location as directed by OCSD Operations staff, or are handed to the OCSD Operations staff, prior to off-loading the delivery. OCSD Operations staff will label all chemical samples with the following information before completing the chain-of-custody and placing the sample in the sample refrigerator:
    - "Plant 1" or "Plant 2"
    - Chemical name
    - Tank Location
    - Time and Date
    - Operator's initials

5. The driver must don the appropriate personal protective equipment. OCSD requires all personnel who enter our process areas to wear hard hats, safety glasses, Class 2 Safety Vest, and steel-toed shoes (at a minimum) while in the process areas.
6. For added safety, the driver agrees to use a safety strap on all cam-lock connections during the transfer of chemicals. The safety strap must be applied at the tank connection and the truck connection. **NOTE: Chemical suppliers are responsible for supplying their drivers with safety straps.**
7. Driver is permitted to use OCSD regulated plant air (28 - 32 psi) to offload their delivery. If OCSD plant air is not available, the driver is responsible for supplying their own plant air. (Driver will ensure air hose is neatly coiled after use).
8. Prior to opening delivery valves, the driver shall verify correct tank and tank level, and ensure that cam-lock safety straps are secured on all cam-lock connections.
9. Upon the completion of the delivery, the driver will call Plant 1 Control Center at ext. 7025 or Plant 2 Operations Center at ext. 7625 from an in-plant telephone and request that an Operator be dispatched to their unloading location.
10. The Operator must be present before the driver can disconnect their delivery line.
11. After the delivery is complete, the driver shall ensure the delivery valve is closed and the cam-lock cap has been re-connected.
12. Driver must report all spills larger than a quart to the Control Center before they leave the facility. If a large spill (greater than 5 gallons) is occurring during their delivery, the driver shall immediately call the Control Center and report the spill.
13. If non-emergency assistance is needed at Plant 1, call extension 7025 using an OCSD phone. If at Plant 2, call extension 7625 using an OCSD phone.
14. In the event of an **emergency**, drivers will immediately call the Control Center or Operations Center for assistance at the following numbers:
  - If using the OCSD phone call extension 2222
  - If using a cell phone call:
    - Plant 1: 714-593-7133
    - Plant 2: 714-593-7677

15. The driver shall then return to the Control Center or Operations Center and receive post-delivery signatures on all documents pertaining to the delivery before providing OCSD with their copies. Driver shall also sign out in the Visitors Log Book

#### 4. References

- A. **IERP:** Integrated Emergency Response Plan located on Sharepoint under the Risk Management Tab.

#### 1. Attachments

- A. Plant No. 1 Chemical Delivery Check List / Chemical Delivery Unloading Procedure
- B. Plant No. 2 Chemical Delivery Check List / Chemical Delivery Unloading Procedure



ATTACHMENT A

Orange County Sanitation District  
**PLANT NO. 1**  
**CHEMICAL DELIVERY CHECK LIST**

Date: \_\_\_\_\_

Districts Operator Name: \_\_\_\_\_ Employee No.: \_\_\_\_\_

- (Check Off) \_\_\_\_\_ Driver informed of goggles or face shield policy  
 \_\_\_\_\_ Driver informed of hard hat policy  
 \_\_\_\_\_ Driver signed Control Center Log  
 \_\_\_\_\_ Unloading procedures in possession of driver  
 \_\_\_\_\_ Bill of lading in possession of driver  
 \_\_\_\_\_ District Operator verifies type of chemical on bill of lading and directs truck to appropriate District storage tank  
 \_\_\_\_\_ District Operator initials bill of lading  
 \_\_\_\_\_ Driver initials bill of lading  
 \_\_\_\_\_ District Operator present for hook-up  
 \_\_\_\_\_ District Operator present for disconnect  
 \_\_\_\_\_ District Operator confirms chemical feed rate  
 \_\_\_\_\_ District Operator received sample from Driver

**Truck Data**

Amount delivered \_\_\_\_\_ (lbs.) (gals.)

- (Check One) \_\_\_\_\_ 25% Caustic Soda (NaOH)  
 \_\_\_\_\_ Hydrochloric Acid – Muriatic Acid (HCl)  
 \_\_\_\_\_ 50% Hydrogen Peroxide (H<sub>2</sub>O<sub>2</sub>)  
 \_\_\_\_\_ Polymer – Emulsion (WE-1233 – Dewatering)

**Tank Data**

Tank location: \_\_\_\_\_

Chemical common name: \_\_\_\_\_

Chemical formula: \_\_\_\_\_

Start transfer (time): \_\_\_\_\_ Tank level: \_\_\_\_\_ Operator: \_\_\_\_\_

Stop transfer (time): \_\_\_\_\_ Tank level: \_\_\_\_\_ Operator: \_\_\_\_\_

## ATTACHMENT A (continued)

Orange County Sanitation District

**PLANT NO. 1****CHEMICAL DELIVERY UNLOADING PROCEDURE**

1. All trucks use the main gate entrance. Note any construction within the plant requiring detours.
2. Sign in at the Control Center. The Control Center Technician will have a District Operator dispatched to the unloading area. The District requires hard hats and safety glasses be worn while on District property. If you do not have these, you may check them out at this time.
3. Proceed to the unloading area.
  - a) **There must be a District Operator present before connection can be made.** After connection is completed, proceed with unloading.
4. At the completion of unloading, call the Control Center (extension 7025) and ask that a District Operator be dispatched to the delivery location.
5. **With a District Operator present, proceed to disconnect.**
6. Return to the Control Center, sign out, return hard hat and safety glasses if borrowed, and exit the plant.
7. **If it becomes necessary to reach OCSD from the outside, our phone number is (714) 593-7025**

Driver Signature: \_\_\_\_\_

ATTACHMENT B

**Orange County Sanitation District  
PLANT NO. 2  
CHEMICAL DELIVERY CHECK LIST**

Date: \_\_\_\_\_

**Truck Data**

**Vender Name** \_\_\_\_\_ **Driver Name** \_\_\_\_\_

- (Check Off) \_\_\_\_\_ Driver informed of goggles or face shield & hard hat policy  
 \_\_\_\_\_ Unloading procedures in possession of driver  
 \_\_\_\_\_ Bill of lading in possession of driver  
 \_\_\_\_\_ District Operator verifies type of chemical on bill of lading and directs Truck to appropriate Districts storage tank  
 \_\_\_\_\_ District Operator initials bill of lading  
 \_\_\_\_\_ Driver initials bill of lading  
 \_\_\_\_\_ District Operator present for hook-up  
 \_\_\_\_\_ District Operator present for disconnect

Amount delivered \_\_\_\_\_ (lbs.) (gals.)

- (Check One) \_\_\_\_\_ 25% Caustic Soda (NaOH)  
 \_\_\_\_\_ Hydrochloric Acid (HCl)  
 \_\_\_\_\_ 50% Hydrogen Peroxide (H<sub>2</sub>O<sub>2</sub>)

**Tank Data**

Tank location/number: \_\_\_\_\_

Safety Strap Used  Safety Strap Returned  N/A

Start transfer (time): \_\_\_\_\_ Stop transfer (time): \_\_\_\_\_

Start Tank level: \_\_\_\_\_ Stop Tank level: \_\_\_\_\_  
 \_\_\_\_\_

Plant Operator Name: \_\_\_\_\_ Employee Number: \_\_\_\_\_

## ATTACHMENT B (continued)

**Orange County Sanitation District  
PLANT NO. 2  
CHEMICAL DELIVERY UNLOADING PROCEDURE**

**Chemical Drivers Responsibilities:**

- While in the Operations Center, the driver must sign in the visitors log book and obtain pre-delivery signatures from the operator at the desk. The driver must also receive clear instructions as to which tank is to receive the delivery.
- Operations staff must be present before driver is permitted to make delivery connections to the bulk tank.
- If required, chemical samples may be left on the designated chemical containment wall or handed to the OCSD operations staff prior to off loading their delivery. All chemical samples must be labeled with the following information:
  - Plant 2
  - Chemical name
  - Tank Location
  - Time and Date
  - Drivers name
- The driver must don the appropriate personal protective equipment. OCSD requires all personnel who enter our process areas to wear hard hats, safety glasses, Class 2 Safety Vest, and steel toed shoes at a minimum while in the process areas.
- For added safety, the driver agrees to use a safety strap on all cam-lock connections during the transfer of chemicals. The safety strap must be applied at the tank connection and the truck connection. **NOTE: Chemical suppliers are responsible to supply their drivers with safety straps.**
- Driver is permitted to use OCSD plant air to offload their delivery. If OCSD plant air is not available, the driver is responsible to supply their own. (Driver will ensure air hose is neatly coiled after use).
- Prior to opening delivery valves, the driver shall verify correct tank and tank level, and ensure that cam-lock safety straps are secured on all cam-lock connections.
- Upon the completion of the delivery, the driver will call Plant 2 Operations Center at ext. 7625 from an in-plant telephone and request that an Operator be dispatched to their unloading location.
- The Operator must be present before the driver can disconnect their delivery line.
- After the delivery is complete, the driver shall ensure the delivery valve is closed and the cam-lock cap has been re-connected.
- Driver must report all spills larger than a quart to the Operations Center before they leave the facility. If a large spill (greater than 5 gallons) is occurring during their delivery, the driver shall immediately call the Operations Center and report the spill.
- If non-emergency assistance is needed at Plant 2 call extension 7625 using an OCSD phone.
  - In the event of an **emergency**, drivers will immediately call the Operations Center for assistance at the following numbers:
  - If using the OCSD phone, call extension 2222.
  - If using a cell phone call: 714-593-7625.

## Bid Results

### Bidder Details

**Vendor Name** Olin Corporation  
**Address** Olin Chlor-Alkali Products 26700 South Banta Road  
Tracy, California 95304  
United States  
**Respondee** Kathleen E. Eells  
**Respondee Title** Marketing Analyst  
**Phone** 209-835-7204  
**Email** OWCMarketing\_BidTeam@olin.com  
**Vendor Type**  
**License #** N/A  
**CADIR**

### Bid Detail

**Bid Format** Electronic  
**Submitted** 08/09/2022 5:05 PM (PDT)  
**Delivery Method** ARO 2 days  
**Bid Responsive** Yes  
**Bid Status** Submitted  
**Confirmation #** 300587

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
Olin - Hypo Spec-Exhibits C,G,H,K,L,M,N.pdf	Olin - Hypo Spec-Exhibits C,G,H,K,L,M,N.pdf	Required Exhibits C, G, H, K, L, M & N

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Total cost for estimated 367,000 Gallons usage (Sodium Hypochlorite (Bleach) ), delivered (F.O.B. Destination)excluding applicable Sales Tax. OC San does not guarantee usage.							\$632,708.0000		
1			Product Cost - Unit Price per Gallon (Excluding Applicable Sales Tax) - Bulk Pricing	Gallon	367000	\$1.5540	\$570,318.0000	Yes	Note: Plus \$0.004 Superfund Excise Tax
2			Freight Cost (Delivered- F.O.B. Destination) Per Gallon - Bulk Pricing	Gallon	367000	\$0.1700	\$62,390.0000	Yes	

## Line Item Subtotals

Section Title	Line Total
Total cost for estimated 367,000 Gallons usage (Sodium Hypochlorite (Bleach) ), delivered (F.O.B. Destination)excluding applicable Sales Tax. OC San does not guarantee usage.	\$632,708.0000
<b>Grand Total</b>	<b>\$632,708.0000</b>



# OPERATIONS COMMITTEE

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

## Agenda Report

**File #:** 2022-2565

**Agenda Date:** 11/2/2022

**Agenda Item No:** 4.

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

**SUBJECT:**

### CONSTRUCTION OUTREACH SUPPORT SERVICES

#### GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Professional Consultant Services Agreement with Katz & Associates, Inc. to provide Construction Outreach Support Services, Specification No. CS-2022-1329BD, for a total amount not to exceed \$450,000 for a three-year term;
- B. Approve a contingency of \$45,000 (10%) for the first three-year term;
- C. Approve two (2) one-year optional renewals for an annual amount not to exceed \$150,000 per year; and
- D. Approve an annual contingency of \$15,000 (10%) for each optional year.

#### BACKGROUND

Orange County Sanitation District (OC San) manages a \$3 billion dollar Capital Improvement Program (CIP) with more than 90 projects occurring simultaneously at Plant No. 1, Plant No. 2, and throughout Orange County. To support the CIP, OC San has an extensive Construction Outreach Program as part of the Organizational Outreach and Advocacy goal within the Board adopted Strategic Plan. This program aims to keep the community and the various stakeholders informed of the CIP project activities.

Through the outreach program, relationships are established with the cities and ratepayers that are often initially unfamiliar with the agency and the services OC San provides. The outreach program introduces OC San, the need for the projects, and the benefits to the community which minimizes public complaints. Establishing contact and communication with the community early on helps build trust and allows for a smoother project start up and project completion, while also minimizing the workload and complaints from going directly to the cities.

#### RELEVANT STANDARDS

- Build brand, trust, and support with policy makers and community leaders



- Maintain collaborative and cooperative relationships with regulators, stakeholders, and neighboring communities
- Maintain influential legislative advocacy and a public outreach program
- Make it easy for people to understand OC San's roles and value to the community

## **PROBLEM**

Historically, the outreach program is managed internally with the support of sub-consultants as part of the design or construction contract. With the number of projects and potential overlap, a design consultant by project based approach can become complicated and cause confusion. In addition, without a centralized program, significant internal resources would be required and would cause a significant strain on staff to provide the proper outreach coordination while also supporting the other public affairs programs within the agency.

## **PROPOSED SOLUTION**

Due to the large number of projects occurring simultaneously throughout various cities, OC San is proposing to reallocate the individual construction outreach budget within each of the individual projects to one centralized program to effectively maintain a smooth, efficient, and consistent program. Staff recommends approving an agreement to help support the outreach efforts for the CIP. Over the next few years, the CIP will have almost 20 projects with a combined construction cost of \$730 million in design and construction that need outreach support. The selected team will help support the outreach for these projects.

## **TIMING CONCERNS**

Large scale projects within the collection system are nearing the construction phase. Having Katz & Associates onboard prior to construction start will allow individual outreach plans to be developed and implemented to minimize public concerns.

## **RAMIFICATIONS OF NOT TAKING ACTION**

Without supplementing the outreach program team, OC San will not have the necessary resources on hand to properly develop, implement, and support the various CIP projects to our current level of service.

## **PRIOR COMMITTEE/BOARD ACTIONS**

N/A

## **ADDITIONAL INFORMATION**

Consultant Selection:

OC San requested and advertised for proposals for Construction Outreach Support Services on July 7, 2022. The following evaluation criteria were described in the Request for Proposals (RFP) and used to determine the most qualified Consultant.

CRITERION	WEIGHT
Work Plan	25%
Qualifications & Experience of Firm	20%
Proposed Staffing & Project Organization	20%
Presentation/Interview	15%
Cost	20%

Three proposals were received on August 12, 2022 and evaluated in accordance with the evaluation process set forth in OC San's Purchasing Ordinance by a pre-selected Evaluation Team consisting of the following OC San staff: Administration Manager, Engineering Supervisor, Principal Public Affairs Specialist, Senior Engineer, and Principal Staff Analyst. The evaluation team also included one non-voting representative from the Purchasing Division. The Evaluation Team scored the proposals on the established criteria as summarized in the table below.

Rank	Proposer	Criterion 1 (Max 25%)	Criterion 2 (Max 20%)	Criterion 3 (Max 20%)	Subtotal Score (Max 65%)
1	Katz & Associates, Inc.	23%	18%	18%	59%
2	S. Groner Associates	19%	16%	13%	48%
3	Alliance Outreach	17%	15%	12%	44%

The two highest ranking firms, Katz & Associates, Inc. and S. Groner Associates, Inc., were selected for the presentation round. Presentations took place on September 15, 2022. Following the presentations, the evaluation team finalized scores based on both the proposals and presentations using the evaluation criteria and weighting listed above.

Rank	Proposer	Subtotal Score (Max 65%)	Presentation (Max 15%)	Total Score without cost (Max 80%)
1	Katz & Associates, Inc.	59%	14%	73%
2	S. Groner Associates	48%	8%	56%

All proposals were accompanied by a sealed cost proposal. Due to the natural break in the scoring after the interviews, only the cost proposal for the highest ranked firm was opened and negotiated.

Rank	Proposer	Subtotal Score (Max 65%)	Presentation (Max 15%)	Cost (Max 20%)	Total Weighted Score (Max 100%)
1	Katz & Associates, Inc.	59%	14%	20%	93%

## Cost Information for Opened Proposals:

<b>Rank</b>	<b>Proposer</b>	<b>Cost</b>
1	Katz & Associates, Inc.	\$450,000

Staff is recommending approval of a 10% contingency that may be used for increased support to accommodate developments and implementation of the CIP.

Based on these results, staff recommends approving a Professional Consultant Services Agreement to Katz & Associates, Inc. The term of this Agreement will begin upon effective date of the Notice to Proceed.

**CEQA**

N/A

**FINANCIAL CONSIDERATIONS**

This request complies with authority levels of OC San's Purchasing Ordinance. This item has been budgeted as a part of the CIP.

<b><u>Date of Approval</u></b>	<b><u>Contract Amount</u></b>	<b><u>Contingency</u></b>
11/16/2022	\$450,000	\$45,000 (10%)

**ATTACHMENT**

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

- Professional Consultant Services Agreement

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT**  
**Construction Outreach Support**  
**Specification No. CS-2022-1329BD**

This PROFESSIONAL CONSULTANT SERVICES 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 Katz & Associates, Inc. (hereinafter referred to as “Consultant”), and collectively referred to herein as the “Parties.”

**RECITALS**

WHEREAS, OC San desires to obtain Construction Outreach Support as described in Exhibit “A” attached hereto and incorporated herein by this reference (“Services”); and

WHEREAS, Consultant is qualified to provide the Services by virtue of experience, training, and expertise; and

WHEREAS, OC San desires to engage Consultant to render the Services as provided herein; and

WHEREAS, OC San selected Consultant to provide the Services in accordance with Ordinance No. OC SAN-56; and

WHEREAS, on November 16, 2022, OC San’s Board of Directors, by minute order, authorized execution of this Agreement.

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 Agreement and all exhibits hereto are made by OC San and the Consultant.

1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Agreement.

Exhibit “A” – Scope of Work

Exhibit “B” – Proposal

Exhibit “C” – Determined Insurance Requirement Form

Exhibit “D” – Contractor 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 in the Agreement shall control and thereafter the provisions in the document highest in precedence shall be controlling.

1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Consultant as a result of work performed in anticipation of purchases of the Services by OC San.

1.5 Work Hours: The work required under the Agreement may include normal business hours, evenings, and weekends. OC San will not pay for travel time.

- 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 The provisions of this Agreement may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.9 The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any paragraph or provision hereof.

## **2. Scope of Work.**

- 2.1 Consultant shall provide the Services identified in Exhibit "A" in a competent, professional, and satisfactory manner in accordance with generally accepted industry and professional standards, including fiduciary standards, ethical practices, and standards of care and competence for its trade/profession.
- 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.
- 2.3 Familiarity with Work. By executing this Agreement, Consultant 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. Should Consultant 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 Consultant'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. Agreement Term.**

- 3.1 The term of this Agreement shall be for three (3) years commencing on the effective date of the Notice to Proceed.
- 3.2 Renewals. At its sole discretion, OC San may exercise the option to renew this Agreement for up to two (2) one-year periods. This Agreement may be renewed by an OC San Purchase Order. OC San shall have no obligation to renew the Agreement nor to give a reason if it elects not to renew it.
- 3.3 Extensions. The term of this Agreement may be extended only by an amendment signed by both Parties.

## **4. Compensation.**

- 4.1 As compensation for the Services provided under this Agreement, OC San shall pay Consultant a total amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000).

4.2 Consultant 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 submitted monthly for work completed in accordance with Exhibit "A" 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 Consultant shall submit its invoices to OC San Accounts Payable by electronic mail to [APStaff@OCSan.gov](mailto:APStaff@OCSan.gov). In the subject line include "INVOICE" and the Purchase Order Number.

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

6.1 To the extent Consultant's employees and/or its subconsultants perform work related to this Agreement 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 Agreement. It is Consultant's responsibility to interpret and implement any prevailing wage requirements and Consultant agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

6.2 Consultant and its subconsultants 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 Consultant and its subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Consultant shall post a copy of the prevailing rate of per diem wages at the job site.

6.5 Consultant and its subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Consultant and its subconsultants shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Consultant and its subconsultants 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, Consultant 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 Agreement.

6.6 The Consultant and its subconsultants shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Consultant and any of its subconsultants 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 Consultant or its subconsultant.

6.7 Consultant and its subconsultants shall comply with Labor Code sections 1810 through 1815. Consultant and its subconsultants 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 Consultant 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 Consultant and its subconsultants shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Consultant or any subconsultant.

6.9 Consultant shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subconsultant: 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 Consultant and its subconsultants will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Consultant, by accepting this Agreement, 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.”

Consultant shall ensure that all its contracts with its subconsultants provide the provision above.

7. **Davis-Bacon Act (NOT USED)**

8. **Key Personnel.** Personnel, as provided in Exhibit “B,” are considered “key” to the work under this Agreement and will be available for the term of the Agreement. No person designated as key under this Agreement shall be removed or replaced without prior written consent of OC San. If OC San asks Consultant to remove a person designated as key under this Agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of reason, for OC San’s request. Consultant shall assign only competent personnel to perform Services under this Agreement.

9. **Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, and agents in the performance of this Agreement shall be the property of OC San and shall be promptly delivered to OC San upon request of OC San’s Project Manager or designee or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by OC San of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at OC San’s sole risk and without liability to Consultant. Consultant shall ensure that all its contracts with its subconsultants provide for assignment to OC San of any documents or materials prepared by them.

10. **Ownership of Intellectual Property.**

10.1 Consultant agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items made during the course of this Agreement and arising from the Services (hereinafter referred to as “New Developments”) shall be and are assigned to OC San as its sole and exclusive property.

10.2 Consultant agrees to promptly disclose to OC San all such New Developments. Upon OC San’s request, Consultant agrees to assist OC San, at OC San’s expense, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which OC San shall deem necessary to apply for and to assign or convey to OC San, its successors and assigns, the sole and exclusive right, title, and interest in such New Developments. Consultant agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof regarding New Developments and confidential information.

10.3 Consultant warrants that Consultant will have good title to any New Developments and the right to assign New Developments to OC San free of any proprietary rights of any other party or any other encumbrance whatever.

10.4 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by Consultant or its subconsultants in connection with the Services hereunder shall be delivered to and shall become the exclusive property of OC San. OC San may utilize such documents, at its own risk, for OC San’s applications on other projects or extensions of this project.



**11. Right to Review Services, Facilities, and Records.**

11.1 OC San reserves the right to review any portion of the Services performed by Consultant under this Agreement and Consultant agrees to cooperate to the fullest extent possible in such endeavor.

11.2 Consultant shall furnish to OC San such reports, statistical data, and other information pertaining to Consultant'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 any other agreement relating to the development of the project(s) and in connection with the issuance of its official statements and other prospectuses with respect to the offering, sale, and issuance of its bonds and other obligations.

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

**12. Conflict of Interest and Reporting.**

12.1 Consultant shall, at all times, avoid conflicts of interest or appearance of conflicts of interest in performance of this Agreement.

12.2 Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between Consultant's families, business, or financial interest and the Services under this Agreement and in the event of change in either its private interests or Services under this Agreement, it shall raise with OC San any question regarding possible conflict of interest which may arise as a result of such change.

**13. Damage to OC San's Property.** Any of OC San's property damaged by Consultant, any subconsultant, subcontractor, or by the personnel of either will be subject to repair or replacement by Consultant at no cost to OC San.

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

**15. Audit Rights.** Consultant agrees that, during the term of this Agreement 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 Consultant relating to the invoices submitted by Consultant pursuant to this Agreement.

**16. Contractor Safety Standards and Human Resources Policies.** OC San requires Consultant, its subconsultants, and its subcontractors to follow and ensure their employees follow all Federal, State, and local regulations as well as Contractor Safety Standards while working at OC San locations. If, during the course of the Agreement, it is discovered that Contractor Safety Standards do not comply with Federal, State, or local regulations, the Consultant is required to follow the most stringent regulatory requirement at no additional cost to OC San. Consultant, its subconsultants, and all of their employees shall adhere to all applicable Contractor Safety Standards in Exhibit "D" and the Human Resources Policies in Exhibit "E."

**17. Insurance.** Consultant and all its subconsultants shall purchase and maintain, throughout the term of this Agreement 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. Consultant shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OC San, nor shall Consultant allow any subconsultant to commence service pursuant to a subcontract until all insurance required of the subconsultant has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Agreement.

**18. Indemnification and Hold Harmless Provision.** Consultant 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 Consultant's Services under this Agreement, or by its subconsultant(s), or by anyone directly or indirectly employed by Consultant, 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, Consultant 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 Consultant's performance under the Agreement, 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 Agreement, and/or (c) 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 Consultant or anyone employed by or working under Consultant. To the maximum extent permitted by law, Consultant'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. Consultant 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.

**19. Independent Contractor.**

19.1 The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship.

19.2 During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. OC San assumes no liability for Consultant's action and performance nor assumes responsibility for taxes, funds, payments, or other commitments, expressed or implied, by or for Consultant.

19.3 Consultant shall not be considered an agent of OC San for any purpose whatsoever nor shall Consultant have the right to, and shall not, commit OC San to any agreement, contract, or undertaking. Consultant shall not use OC San's name in its promotional material or for any advertising or publicity purposes without prior expressed written consent.

19.4 Consultant shall not be entitled to any benefits accorded to those individuals listed on OC San's payroll as regular employees including, without limitation, worker's compensation, disability insurance, vacation, or holiday or sick pay. Consultant shall be responsible for providing, at Consultant's expense, disability, worker's compensation, and other insurance as well as licenses and permits usual or necessary

for conducting the Services hereunder.

19.5 Consultant shall be obligated to pay any and all applicable Federal, State, and local payroll and other taxes incurred as a result of fees hereunder. Consultant hereby indemnifies OC San for any claims, losses, costs, fees, liabilities, damages, or penalties suffered by OC San arising out of Consultant's breach of this provision.

19.6 Consultant shall not be eligible to join or participate in any benefit plans offered to those individuals listed on OC San's payroll as regular employees. Consultant shall remain ineligible for such benefits or participation in such benefit plans even if a court later decides that OC San misclassified Consultant for tax purposes.

**20. Subcontracting and Assignment.** Consultant shall not delegate any duties nor assign any rights under this Agreement without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.

**21. No Solicitation of Employees.**

21.1 Consultant agrees that it shall not, during the term of this Agreement and for a period of one (1) year immediately following expiration or termination of this Agreement or any extension hereof, call on, solicit, or take away any of the employees whom Consultant became aware of as a result of Consultant's Services to OC San.

21.2 Consultant acknowledges that OC San's employees are critical to its business and OC San expends significant resources to hire, employ, and train employees. Should Consultant employ or otherwise engage OC San's employees during the term of this Agreement and for a period of one (1) year following expiration or termination of this Agreement, Consultant shall pay OC San fifty percent (50%) of the former employee's most recent annual salary earned at OC San to accurately reflect the reasonable value of OC San's time and costs. This payment is in addition to any other rights and remedies OC San may have at law.

**22. Confidentiality and Non-Disclosure.**

22.1 Consultant acknowledges that, in performing the Services hereunder, OC San may have to disclose to Consultant, orally and in writing, certain confidential information that OC San considers proprietary and has developed at great expense and effort.

22.2 Consultant agrees to maintain in confidence and not disclose to any person, firm, or corporation, without OC San's prior written consent, any trade secret, confidential information, knowledge, or data relating to the products, process, or operation of OC San.

22.3 Consultant further agrees to maintain in confidence and not to disclose to any person, firm, or corporation any data, information, technology, or material developed or obtained by Consultant during the term of this Agreement.

22.4 Consultant agrees as follows:

22.4.1 To use the confidential information only for the purposes described herein; to not reproduce the confidential information; to hold in confidence and protect the confidential information from dissemination to and use by anyone not a party to this Agreement; and to not use the confidential information to benefit itself or others.

- 22.4.2 To restrict access to the confidential information to its subconsultant or personnel of Consultant who (1) have a need to have such access and (2) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.
- 22.4.3 To return all confidential information in Consultant's possession upon termination of this Agreement or upon OC San's request, whichever occurs first.
- 22.4.4 To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.
- 22.4.5 The provisions of this section shall survive termination or expiration of this Agreement and shall continue for so long as the material remains confidential.
23. **Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Consultant, 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 Consultant or to its successor, or for breach of any obligation under the terms of this Agreement.
24. **Third-Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OC San and Consultant.
25. **Applicable Laws and Regulations.** Consultant shall comply with all applicable Federal, State, and local laws, rules, and regulations. Consultant also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Consultant's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Agreement whether or not specifically included or referenced.
26. **Licenses, Permits, Ordinances, and Regulations.** Consultant 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 Agreement will be paid by Consultant.
27. **Regulatory Requirements.** Consultant shall perform all work under this Agreement 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.
28. **Environmental Compliance.** Consultant shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Consultant, its subconsultants, subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
29. **Dispute Resolution.**
- 29.1 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.

29.2 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 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 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.

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

31. **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.

32. **Termination.**

32.1 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, Consultant shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Consultant for work performed (cost and fee) through the date of termination. Consultant 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 Consultant other than for work performed through the date of termination.

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

32.3 OC San may also immediately terminate this Agreement for default, in whole or in part, by written notice to Consultant:

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

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

33. **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 Agreement, 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.
34. **Waiver.** The waiver by 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. Any breach by Consultant 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.
35. **Severability.** If any section, subsection, or provision of this Agreement, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Agreement 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.
36. **Survival.** The provisions of this Agreement dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Agreement.
37. **Governing Law.** This Agreement 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 Agreement or the performance thereof.
38. **Notices.**  
 38.1 All notices under this Agreement 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: Jackie Lagade  
Principal Buyer  
Orange County Sanitation District  
10844 Ellis Avenue  
Fountain Valley, CA 92708  
[jlagade@ocsan.gov](mailto:jlagade@ocsan.gov)

Consultant: Sarah Rossetto  
Senior Director  
Katz & Associates, Inc.  
591 Camino De La Reina, Suite 407  
San Diego, CA 92108  
[srossetto@katzandassociates.com](mailto:srossetto@katzandassociates.com)

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

39. **Read and Understood.** By signing this Agreement, Consultant represents that it has read and understood the terms and conditions of the Agreement.
40. **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.
41. **Entire Agreement.** This Agreement 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 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  
Purchasing & Contracts Manager

**KATZ & ASSOCIATES, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Sara Katz  
President and CEO

DM



# **Exhibit “A”**

## **SCOPE OF WORK**

**EXHIBIT A**  
**SCOPE OF WORK**  
**Construction Outreach Support**  
**SPECIFICATION NO. CS-2022-1329BD**

**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 come 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 396 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.

**1 Purpose**

OC San is seeking on-call consultant services to assist with planning and executing various public outreach and community relations support services for its Capital Improvement Program (CIP) projects within OC San’s service area. The primary focus will be on collection system projects; however, assistance may be needed on projects throughout the CIP that may include plant projects.

The outreach will create awareness of OC San, the CIP, and help gain community support for the project, manage expectations, and foster trusted relationships.

**2 Description**

OC San has budgeted for a 10-year \$3 billion capital improvement program and is seeking consultant assistance for a comprehensive construction outreach program. The program is to share with the public the general scope of the project(s), construction impacts, and the project’s progress. The Consultant will possess a full range of professional public outreach skills and an understanding of the issues, audiences and technical process required to inform the community. The Consultant and its team shall have a demonstrated an understanding of Orange County and the full range of utility issues. The Consultant will report directly to the designated OC San outreach program manager.

**3 Project/Work Elements**

OC San seeks a Consultant team with demonstrated skills, experience, and knowledge conducting community outreach during all phases of capital improvement projects and the ability to:

- Inform the public prior to the start of construction to minimize surprises that can become the sources of complaints.
- Inform and remind the public of the long-term benefits of the project.
- Reassure the public that neighborhood impacts have been thoroughly assessed and that mitigation of those impacts is a high priority of OC San.
- Help the impacted public feel involved and part of the process.
- Demonstrate concern and good faith by responding quickly and earnestly to address issues and provide reasonable solutions to concerns or complaints.
- Inform OC San's policymakers of important outreach activities and major community issues.
- Provide support and material to inform the elected officials impacted by the project of important outreach activities and major community issues that affect their respective jurisdictions.
- Maintain project information and updates on OC San's website.

### **3.1 Professional Services**

There may be times when construction outreach support is needed. OC San may seek assistance in the following, but not limited to:

- Community Outreach Planning - Develop outreach plans, schedules, and budgets. It should identify the outreach area, local community concerns related to construction, strategies, demographics, and language needs. Document and track community interests and events.
- Stakeholder Outreach – Research and identify a comprehensive list of stakeholders. Develop a strategy to reach each stakeholder and their preferred communication methods. Stakeholders should include property owners, tenants, businesses, community associations, churches, schools, elected officials, motorists, and general public.
- Public meetings – Plan, organize, and coordinate public meetings. Includes logistics and any staffing such as sign-in table. Duties may include presentation development, and written meeting summary. This should include in-person and virtual meetings options.
- Canvassing – Door-to-door or neighborhood outreach to impacted residents and businesses.
- Collateral Material Development – Develop and design collateral material such as fact sheets, notifications, letters, alerts, press releases, website updates, map development, reports, etc. that build upon OC San's brand and messaging. Duties include graphic design (web, social media, and print), translation assistance, and mail house printing coordination and distribution.
- Research – Identify issues of concern in project area that can pose a problem during construction of the project. Identify any community events, projects and schedules within the project area, such as annual parades, marathons, and other construction projects. Identify outreach outlets/tools such as local newspapers, city newsletters, community newsletters, HOA's, business groups, social media, etc.
- Crisis planning – Develop a crisis plan to be implemented during construction. This includes but not limited to an injury, sewer spill, community uproar, unexpected odors, etc.

- Reporting - Prepare outreach summaries and documentation on a monthly basis and upon completion of each project.
- Additional communication and community outreach as needed.

#### **4 Resources Available**

The OC San website has a page dedicated to the CIP with subsequent links and information of current and some upcoming projects.

Outreach may be needed for the following projects (additional details in Appendix A-1):

- Project No. 7-65, Gisler-Red Hill Interceptor and Baker Force Main Rehabilitation
- Project No. 3-67, Seal Beach Pump Station Replacement
- Project No. 3-64C, Los Alamitos Sub-Trunk and Westside Relief Interceptor
- Project No. 7-68, MacArthur Force Main Improvement
- Project No. 5-67, Bay Bridge Pump Station Replacement & Force Main
- Project No. 2-49, Taft Branch Improvements
- Project No. 1-23, Santa Ana Trunk Sewer Rehabilitation
- Project No. 1-24, Greenville Trunk Improvements
- Project No. 6-20, Fairview Trunk Rehabilitation
- Project No. 11-33, Edinger Pump Station Replacement
- Project No. 11-34, Slater Pump Station Replacement
- Project No. 3-60, Beach Relief Trunk/Knott Interceptor/Miller Holder Trunk Rehabilitation
- Project No. 7-69, North Trunk Improvements
- FE21-06, Chemical Dosing Station Installation at Westside Pump Station
- P2-128, TPAD Digester Facility at Plant No. 2
- P2-128A, TPAD Perimeter Wall
- P2-138, Operations and Maintenance Complex at Plant No. 2

#### **5 Project Schedule**

Because the consultant services are on an as-needed basis, a detailed project schedule is not applicable. However, the Consultant shall provide the anticipated levels of support over the entire contract period. The contract period shall be for three (3) years with two (2) optional one (1) year renewal periods.

#### **6 Project Management**

Consultant shall provide a summary report upon project task completion or otherwise stated by the OC San Outreach Program Manager. Consultant shall keep OC San apprised of the status of each assigned project including schedule and costs.

Consultant shall provide personnel as described in their proposal. Consultant shall not reassign key personnel without prior approval of OC San. OC San may request reassignment of any Consultant's personnel.

##### **6.1 Project Kick-Off Meeting**

Within two weeks of contract award, a kick-off meeting should be scheduled to discuss timeline, introduce team, set expectations, and discuss next steps. Consultant shall be responsible for setting meeting and preparing agenda.

##### **6.2 Project Coordination Conferences**

Consultant and outreach team should meet no less than monthly to discuss project progress and outreach issues/concerns. Based on project need, it may be required to meet more frequently.

## **7 Deliverables**

Outreach Plan, Monthly Reports and Updates, research, meeting agendas and meetings.

### **7.1 Outreach Plan**

When assigned to a specific project, a draft outreach plan must be developed and submitted within two (2) weeks of initial assignment. It must be kept up to date throughout the course of the assigned project OC San apprised of any updates. The outreach plan should be provided in a Microsoft Word document or PDF format. The Outreach Plan should at a minimum include the following:

- Goals and objectives
- A detailed overall outreach strategy to reach the appropriate stakeholders.
- Key messages
- Tools and tactics for communicating with identified stakeholders.
- Stakeholder research information including names, contact information, location as it relates to the project, and any other relevant information to communicate.
- A detailed schedule of outreach tasks to be performed and how they relate to the project schedule
- A list of known potential issues and risks, including appropriate response, mitigation and monitoring. The plan must be approved by OC San Outreach Project Manager before implementation.

Once reviewed by the OC San Outreach Project Manager, a final version of the Outreach Plan shall be submitted to OC San within two (2) weeks of OC San Project Manager acceptance.

### **7.2 Contract Progress Reports**

Monthly progress reports are required throughout the course of the contract and should document the services provided. Progress report summaries should be submitted per each project assigned, unless otherwise stated by the OC San Outreach Program Manager. Contract Progress Reports should at minimum include the following:

- Contract status narrative
- List of tasks accomplishments during the reporting period
- List of upcoming or anticipated outreach tasks
- Identify any anticipated schedule or risk concerns
- Log of communication with members of the public
- Cost breakdown and any anticipated budget concerns
- Meeting minutes

### **7.3 Project Final Reports**

At the end of each project assignment, Consultant shall submit a final report within 3 weeks of the last outreach task performed for the project. Reports should be provided in a Microsoft Word document and in a PDF format. The project final report should include the following:

- Summary of all tasks performed
- Copies of all collateral materials that were developed and distributed
- For each task performed, include number of staff hours worked and other direct costs
- Comprehensive log of calls/emails/direct communication with members of the public.
- Any lessons learned

#### **7.4 Contract Final Report**

A final contract report will be due upon completion of the contract period. The Report should be provided in a Microsoft Word document and in a PDF format. The Contract Final Report should include the following:

- Summary of all projects assigned including a brief description of the project and tasks performed
- Cost report summary of all costs incurred throughout the duration of the contract
- Any outstanding outreach tasks that could not be completed during the contract period.

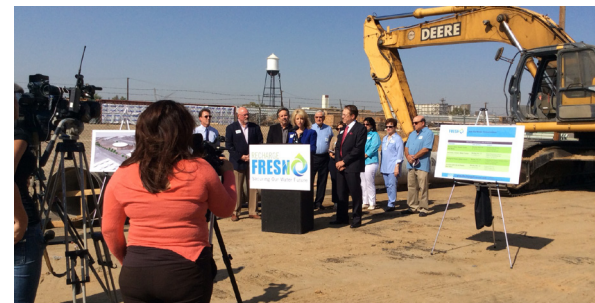
#### **8 Staff Assistance**

The Consultant will be assigned a single point of contact for each task assigned. Any meetings and/or correspondence shall be scheduled and approved by the Project Manager.

SEPTEMBER 23, 2022

# ORANGE COUNTY SANITATION DISTRICT

Construction Outreach Support Services  
CS-2022-1329BD: **Best and Final Offer**





September 23, 2022

Jackie Lagade  
Principal Buyer  
Contracts, Purchasing & Materials Management  
Orange County Sanitation District

*Submitted electronically*

**Re: RFP to Provide Construction Outreach Support Services to Orange County Sanitation District – Best and Final Offer**

Dear Ms. Lagade and members of the selection committee:

Thank you for the opportunity to submit a Best and Final Offer (BAFO) for RFP Specification No. CS-2022-1329 Construction Outreach Support Services. With our combined level of expertise and direct experience in all key areas of the District's scope of work, we are confident that the Katz & Associates (K&A) team can deliver the highest quality construction outreach support services that meaningfully engage Orange County residents.

When preparing our proposal, our goal was to ensure our budget meets and exceeds the District's needs, maintains a high level of quality and efficiency, and provides maximum flexibility and value for the District. To meet that goal, several value-added elements were included in our original budget, including:

- **Discounted hourly rates.** The rates included in our original proposal were marked down from the traditional rates that we charge government agency clients for similar projects.
- **No escalation for the first 3 years.** K&A usually implements a 3%- to 5% annual rate increase, but because of our utmost excitement to perform this work for the District, K&A will waive the escalation of our hourly rates for the first 3 years of this contract.
- **We only bill for work completed.** While K&A brings a deep bench of experience and services, we understand that the work requested as part of this contract may fluctuate based on the District's priorities and needs. Our team will only bill for work authorized and completed as part of the Time and Materials contract, and we will never perform services without prior authorization from the District. The bottom line budget amount allows for flexibility by the District to use our services when they are needed.
- **No markup for rush and/or emergency services.** Many consulting firms charge clients a higher hourly rate for rush and/or emergency/crisis response services. At K&A, we know that our clients depend on us to be trusted extensions of their team and understand the wide range of issues that can arise during construction projects. If the District calls upon K&A in a rush and/or emergency situation outside of normal business hours, our team is capable of responding and will charge our standard hourly rates for these services.
- **Budget flexibility.** Our proposed budget allows for maximum flexibility to ensure the appropriate resources are assigned based on the District's needs. For example, if the District assigns K&A a project that does not require senior-level project management support, hours allocated for our project manager could be moved to a community liaison or field outreach support staff at lower hourly rates. K&A will work closely with the District on a project-by-project basis to ensure the correct resources are in place while providing the highest value possible.



## COVER LETTER

In addition to the value-added elements that were included in our original proposal, as part of this opportunity to provide a BAFO to the District, K&A would like to offer the following pro bono services:

- **Crisis Communications & Rapid Response Training.** We understand that crisis communication and emergency rapid response can be one of the most challenging but important aspects of construction outreach. We offer ten (10) pro bono hours total by up to two senior strategists for the planning and implementation of crisis communications/rapid response team training. K&A will work with the District to determine the most effective audience – leadership, public information officers, project managers or potentially contractors who many not be familiar with District best practices for interacting with the community.

We are experts in construction outreach, and our team members have devoted their careers to public information and public involvement toward advancing public infrastructure projects. We are confident that our unmatched industry experience providing construction outreach makes K&A the ideal firm to assist the District with a full slate of upcoming capital projects.

We are excited about the possibility of working on these important initiatives and look forward to hearing from you regarding next steps. If you have any additional questions related to our proposal or BAFO, please do not hesitate to reach out to us.

Sincerely,



Sarah Rossetto  
K&A Project Manager  
Senior Director  
858.926.4007  
srossetto@katzandassociates.com

# BEST & FINAL OFFER - CONSTRUCTION OUTREACH SUPPORT SERVICES CS-2022-1329BD

## Cost Proposal\*

For budgeting purposes, K&A developed a budget with the needs as anticipated based on the understanding of the range of capital projects called for in the RFP. Certainly, one size does not fit all in terms of outreach needs, and we expect that the linear projects in the public right-of-way will require significantly more outreach than will “behind-the-fence line” projects. That being said, “behind-the-fence line” projects will certainly require communication and outreach to neighbors and stakeholders.

	Project Manager Sarah Rossetto		Community Liaison Sarah Bowles		Community Liaison Derek Keeley		Community Liaison Marissa Twite		Community Liaison Alec Phillipp		Art Director Matthew Bennett		Project Support		Total Labor		Expenses	Total Cost
	\$225.00		\$160.00		\$160.00		\$160.00		\$160.00		\$175.00		\$110.00					
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost				
<b>TASK 1: Outreach Plan</b>																		
Outreach Plan Development	36	\$8,100	72	\$11,520	72	\$11,520	72	\$11,520	72	\$11,520	0	\$0	36	\$3,960	360	\$58,140	\$0	\$58,140
Stakeholder Database Development	0	\$0	12	\$1,920	12	\$1,920	12	\$1,920	12	\$1,920	0	\$0	72	\$7,920	120	\$15,600	\$0	\$15,600
Subtotal	36	\$8,100	84	\$13,440	84	\$13,440	84	\$13,440	84	\$13,440	0	\$0	108	\$11,880	480	\$73,740	\$0	\$73,740
<b>TASK 2: Collateral Materials</b>																		
Collateral Materials	12	\$2,700	80	\$12,800	80	\$12,800	80	\$12,800	80	\$12,800	96	\$16,800	72	\$7,920	500	\$78,620	\$0	\$78,620
Subtotal	12	\$2,700	80	\$12,800	80	\$12,800	80	\$12,800	80	\$12,800	96	\$16,800	72	\$7,920	500	\$78,620	\$0	\$78,620
<b>TASK 3: Notifications</b>																		
Notifications	0	\$0	72	\$11,520	72	\$11,520	72	\$11,520	72	\$11,520	96	\$16,800	72	\$7,920	456	\$70,800	\$0	\$70,800
Subtotal	0	\$0	72	\$11,520	72	\$11,520	72	\$11,520	72	\$11,520	96	\$16,800	72	\$7,920	456	\$70,800	\$0	\$70,800
<b>TASK 4: Stakeholder Engagement (Meetings and Neighborhood Outreach/Canvassing)</b>																		
Community Meetings	12	\$2,700	72	\$11,520	72	\$11,520	72	\$11,520	72	\$11,520	0	\$0	160	\$17,600	460	\$66,380	\$4,000	\$71,380

\*Period of Performance: 36 months. Scope and budget would need to be revisited if the two optional years are authorized beyond the 36-month period of performance.

# BEST & FINAL OFFER - CONSTRUCTION OUTREACH SUPPORT SERVICES CS-2022-1329BD

## Cost Proposal Continued\*

	Project Manager Sarah Rossetto		Community Liaison Sarah Bowles		Community Liaison Derek Keeley		Community Liaison Marissa Twite		Community Liaison Alec Phillipp		Art Director Matthew Bennett		Project Support		Total Labor		Expenses	Total Cost
	\$225.00		\$160.00		\$160.00		\$160.00		\$160.00		\$175.00		\$110.00		Hrs.	Cost		
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost				
One-on-one/ Small Group Stakeholder Meetings - assumes all virtual meetings/calls	0	\$0	64	\$10,240	64	\$10,240	64	\$10,240	64	\$10,240	0	\$0	72	\$7,920	328	\$48,880	\$0	\$48,880
Canvassing - assumes in person notification distribution support	0	\$0	36	\$5,760	36	\$5,760	36	\$5,760	36	\$5,760	0	\$0	180	\$19,800	324	\$42,840	\$2,500	\$45,340
<b>Subtotal</b>	12	\$2,700	172	\$27,520	172	\$27,520	172	\$27,520	172	\$27,520	0	\$0	412	\$45,320	1,112	\$158,100	\$7,500	\$165,600
<b>TASK 5: Crisis Planning and Rapid Response</b>																		
Crisis Planning and Rapid Response: Protocol Development and Team Trainings	12	\$2,700	4	\$640	4	\$640	4	\$640	4	\$640	0	\$0	0	\$0	28	\$5,260	\$0	\$5,260
<b>Subtotal</b>	12	\$2,700	4	\$640	4	\$640	4	\$640	4	\$640	0	\$0	0	\$0	28	\$5,260	\$0	\$5,260
<b>TASK 6: Team Coordination and Meetings</b>																		
Monthly project meetings, project kick-off meetings	12	\$2,700	40	\$6,400	40	\$6,400	40	\$6,400	40	\$6,400	0	\$0	36	\$3,960	208	\$32,260	\$0	\$32,260
<b>Subtotal</b>	12	\$2,700	40	\$6,400	40	\$6,400	40	\$6,400	40	\$6,400	0	\$0	36	\$3,960	208	\$32,260	\$0	\$32,260

\*Period of Performance: 36 months. Scope and budget would need to be revisited if the two optional years are authorized beyond the 36-month period of performance.

**Cost Proposal Continued\***

	Project Manager Sarah Rossetto		Community Liaison Sarah Bowles		Community Liaison Derek Keeley		Community Liaison Marissa Twite		Community Liaison Alec Phillip		Art Director Matthew Bennett		Project Support		Total Labor		Expenses	Total Cost
	\$225.00		\$160.00		\$160.00		\$160.00		\$160.00		\$175.00		\$110.00					
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost		
<b>TASK 7: Project Management</b>																		
Monthly activity summary, project summaries, final contract summary	24	\$5,400	24	\$3,840	24	\$3,840	24	\$3,840	24	\$3,840	0	\$0	36	\$3,960	156	\$24,720	\$0	\$24,720
Subtotal	24	\$5,400	24	\$3,840	24	\$3,840	24	\$3,840	24	\$3,840	0	\$0	36	\$3,960	156	\$24,720	\$0	\$24,720
<b>GRAND TOTAL</b>	108	\$24,300	476	\$76,160	476	\$76,160	476	\$76,160	476	\$76,160	192	\$33,600	736	\$80,960	2,940	\$443,500	\$6,500	\$450,000

\*Period of Performance: 36 months. Scope and budget would need to be revisited if the two optional years are authorized beyond the 36-month period of performance.



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2574

**Agenda Date:** 11/2/2022

**Agenda Item No:** 5.

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**FROM:** James D. Herberg, 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 First Quarter Odor Complaint Report.

**BACKGROUND**

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

**RELEVANT STANDARDS**

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

**ATTACHMENT**

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

- FY 2022-23 First Quarter Odor Complaint Report

JL:BR:cr

Orange County Sanitation District  
 Odor Complaint Report  
 Fiscal Year 2022/23 – 1<sup>st</sup> Quarter

1. Plant No. 1 Treatment Facility Odor Complaint Summary

Plant No. 1 received no attributable odor complaints during the 1<sup>st</sup> Quarter.

Plant No. 2 Treatment Facility Odor Complaint Summary

Plant No. 2 received one attributable odor complaint during the 1<sup>st</sup> Quarter. The odor complaint was reported as a bleach odor. After investigation, Operations lowered the bleach feed to the trickling filter scrubbers and flushed the chemical containment sump.

2. Collections Facilities Odor Complaint Summary

The collection system received four attributable odor complaints during the 1<sup>st</sup> Quarter. All four complaints were due to the pressurization and sewer ventilation of foul odors escaping manhole covers. The manhole covers have been sealed to reduce sewer odor and prevent further complaints. Two of the odor complaints originated in the City of Costa Mesa. The third complaint originated in the City of Huntington Beach, and the fourth complaint originated in the City of Fountain Valley.

All Odor Complaints Tracking

All Public Complaints	Jul. 2022 to Sep. 2022			1 <sup>st</sup> Qtr FY 22/23	2 <sup>nd</sup> Qtr FY 22/23	3 <sup>rd</sup> Qtr FY 22/23	4 <sup>th</sup> Qtr FY 22/23	Cumulative FY 22/23
	Collections	P1	P2	Total	Total	Total	Total	Total
Attributable to OC San	4	0	1	5				5
Not Attributable to OC San	8	1	5	14				14
Total Public Complaints Received:	12	1	6	19				19



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2575

**Agenda Date:** 11/2/2022

**Agenda Item No:** 6.

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**FROM:** James D. Herberg, General Manager  
Originator: Riaz Moinuddin, Director of Operations & Maintenance

**SUBJECT:**

**REPLACEMENT OF GAS FLARE PIPING AT PLANT NO. 2**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Purchase Order to Vicon Enterprise, Inc. for replacement of digester gas piping to three gas flares at Plant No. 2, Specification No. S-2022-1365BD, for a total amount not to exceed \$ 285,000; and
- B. Approve a contingency of \$ 28,500 (10%).

**BACKGROUND**

Digester gas is produced as a result of the solids treatment process at the Orange County Sanitation District (OC San). Digester gas must be handled in accordance with the SCAQMD and NPDES permit requirements. The digester gas produced at OC San is cleaned, compressed, and used as fuel for the Central Generation (CenGen) engines at both treatment plants. In the event the CenGen engines are unable to consume all the digester gas, the compressed digester gas is safely incinerated in the emergency gas flares located at each treatment plant.

**RELEVANT STANDARDS**

- 24/7/365 treatment plant reliability
- Maintain a proactive asset management program
- Comply with environmental permit requirements

**PROBLEM**

The steel piping associated with three emergency gas flares at Plant No. 2 have reached the end of their useful life due to corrosion and pitting. Repairs have been made to keep the piping in service, but leaks will continue to occur until the piping is replaced.

**PROPOSED SOLUTION**

Approve a Purchase Order to Vicon Enterprise, Inc. for replacement of the piping associated with the Plant No. 2 digester gas flare system.

**TIMING CONCERNS**

Digester gas leakage due to piping corrosion associated with the flare piping at Plant No. 2 will occur unless the piping is replaced. Leaking digester gas is an environmental and safety concern.

**RAMIFICATIONS OF NOT TAKING ACTION**

Failure to replace flare piping could result in health and safety hazards, incidents of leaking methane into the atmosphere, and violation of OC San’s air permit obligations.

**PRIOR COMMITTEE/BOARD ACTIONS**

N/A

**ADDITIONAL INFORMATION**

OC San issued a Notice Inviting Bids on September 21, 2022. Three bids were received as follows:

<b>Company Name</b>	<b>Bid</b>	<b>Determination</b>
Vicon Enterprise, Inc.	\$285,000	Responsive
J.R. Filanc Co. Inc.	\$418,000	Responsive
Metha Mechanical Company, Inc.	\$454,000	Responsive

Staff recommends awarding a purchase order contract to the lowest responsive and responsible bidder, Vicon Enterprise, Inc., for a total amount not to exceed \$285,000.

A 10% contingency is requested in the event of pricing changes due to tariffs, delays in placing the order beyond the quote availability, or other unforeseeable changes.

**CEQA**

N/A

**FINANCIAL CONSIDERATIONS**

This request complies with authority levels of OC San’s Purchasing Ordinance. This recommendation will be funded under the Repairs and Maintenance line item for Plant No. 2 Maintenance Division (FY 2022-2024 Budget, Section 6, Page 96). The available funding is sufficient for this action.



<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
11/16/2022	\$285,000	\$28,500 (10%)

**ATTACHMENT**

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

N/A



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2532

**Agenda Date:** 11/2/2022

**Agenda Item No:** 7.

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

**SUBJECT:**

**CENGEN COOLING WATER PIPE REPLACEMENT AT PLANT NO. 2, PROJECT NO. FE20-04**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Cengen Cooling Water Pipe Replacement at Plant No. 2, Project No. FE20-04;
- B. Award a Construction Contract to Innovative Construction Solutions, Inc. for Cengen Cooling Water Pipe Replacement at Plant No. 2, Project No. FE20-04, for a total amount not to exceed \$3,487,600; and
- C. Approve a contingency of \$348,760 (10%).

**BACKGROUND**

The Central Generation (CenGen) Facility at Orange County Sanitation (OC San) Plant No. 2 was constructed in the early 1990s to generate electricity using digester gas. During normal operating conditions, the CenGen Facility at Plant No. 2 supplies approximately 95% of the electricity at Plant No. 2. During a utility power outage, CenGen provides standby power to some of the treatment processes. CenGen is dependent on cooling water to operate.

**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 cooling water is highly corrosive and is causing the existing steel piping to develop leaks in the piping and in the pipe joints. Currently, the leaks are managed by OC San's Maintenance Division with short-term solutions such as replacing short pipe segments, installing clamps, or repairing various types of joints in different ways. With time, the leaks will increase in occurrence and size and will cause the overall piping to fail. If the cooling water piping fails, one or more engines will need to

be shut down depending on location of the failure, which will reduce power production. In addition, excess digester gas will need to be flared, which is a SCAQMD reportable incident.

### PROPOSED SOLUTION

Award a Construction Contract for Cengen Cooling Water Pipe Replacement at Plant No. 2, Project No. FE20-04. This project will replace the existing CenGen cooling water piping with fiberglass reinforced plastic piping.

### TIMING CONCERNS

The schedule driver for this project is to resolve the current leaks and to reduce the risk of pipeline failure. If delayed, the risk of the cooling water system failing will increase.

### RAMIFICATIONS OF NOT TAKING ACTION

There will continue to be a risk of a pipeline failure due to corrosion.

### PRIOR COMMITTEE/BOARD ACTIONS

N/A

### ADDITIONAL INFORMATION

OC San advertised Project No. FE20-04 for bids on August 16, 2022 and five sealed bids were received on October 5, 2022. A summary of the bid opening follows:

Engineer's Estimate	\$ 3,445,021
<u>Bidder</u>	<u>Amount of Bid</u>
Innovative Construction Solutions, Inc.	\$ 3,487,600
MMC Inc.	\$ 3,754,000
GSE Construction Company, Inc.	\$ 3,844,400
J.R. Filanc Construction	\$ 4,716,911
Shimmick Construction Company, Inc.	\$ 4,822,000

The bids were evaluated in accordance with the OC San's policies and procedures. A notice was sent to all bidders on October 11, 2022 informing them of the intent of OC San staff to recommend award of the Construction Contract to Innovative Construction Solutions, Inc.

Staff recommends awarding a Construction Contract to the lowest responsive and responsible bidder, Innovative Construction Solutions, Inc., for a total amount not to exceed \$3,487,600.

### CEQA

The project is exempt from CEQA under the Class 1 categorical exemptions set forth in California Code of Regulations Section 15301. 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 (Adopted Budget, Fiscal Years 2022-2023 and 2023-24, 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](http://www.ocsan.gov)) with the complete agenda package:*

- Construction Contract Agreement
- Presentation

EY:VP:tk

**PART A**  
**CONTRACT AGREEMENT**

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CONTRACT AGREEMENT  
ORANGE COUNTY SANITATION DISTRICT

**PROJECT NO. FE20-04**  
**CENGEN COOLING WATER PIPE REPLACEMENT AT PLANT NO. 2**

THIS AGREEMENT is made and entered into, to be effective, this November 16, 2022, by and between Innovative Construction Solutions, 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. FE20-04**

**CENGEN COOLING WATER PIPE REPLACEMENT 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. FE20-04**

**CENGEN COOLING WATER PIPE REPLACEMENT 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 seven hundred thirty (730) 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 ten (10) calendar days determined by OC SAN likely to be inclement weather when CONTRACTOR will be unable to work.

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

**SECTION – 6 TIME IS OF THE ESSENCE**

Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR’s Work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the Work covered by this Contract with that of all other contractors, subcontractors and of 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 Four Hundred Eighty-Seven Thousand Six Hundred Dollars (\$3,487,600) 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: Four Million Dollars (\$4,000,000) per occurrence and a general aggregate limit of Eight Million Dollars (\$8,000,000) 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 Four Million Dollars (\$4,000,000) per occurrence and a general aggregate limit of Eight Million Dollars (\$8,000,000) 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.

**SECTION – 23 NOTICES**

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

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

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

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

TO CONTRACTOR: Innovative Construction Solutions  
575 Anton Blvd., Suite 850  
Costa Mesa, CA 92626

Copy to: Hiram Emadi, President  
Innovative Construction Solutions  
575 Anton Blvd., Suite 850  
Costa Mesa, CA 92626

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

CONTRACTOR: Innovative Construction Solutions  
575 Anton Blvd., Suite 850  
Costa Mesa, CA 92626

By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Its \_\_\_\_\_

CONTRACTOR's State License No. 764815 (Expiration Date – 06/30/2023)

OC SAN: Orange County Sanitation District

By \_\_\_\_\_ Date \_\_\_\_\_

Chad P. Wanke  
Board Chairman

By \_\_\_\_\_ Date \_\_\_\_\_

Kelly A. Lore  
Clerk of the Board

By \_\_\_\_\_ Date \_\_\_\_\_

Ruth Zintzun  
Purchasing & Contracts Manager

**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 for Bid Submittal Forms: Innovative Construction Solutions

BF-14 SCHEDULE OF PRICES, Pages 1 - 2

Bid Submitted By: Innovative Construction Solutions  
(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: Innovative Construction Solutions  
 (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.	<b>Mobilization</b> as described in Specifications Section 01155 and in conformance with the Contract Documents for the lump sum price of...	Lump Sum			= \$150,000
2.	All other portions of the Work, as described in Specifications Section 01155 and in conformance with the Contract Documents for the lump sum price of...	Lump Sum			= \$ <b>3,262,600</b>
3.	<b>Demobilization</b> including final progress payment and clean-up of the Project site as described in Specifications Section 01155 and in conformance with the Contract Documents for the lump sum price of...	Lump Sum			= \$75,000

**TOTAL AMOUNT OF BID (BASIS OF AWARD)**

**\$ 3,497,600**

# Cengen Cooling Water Pipe Replacement at Plant No. 2

Project No. FE20-04

Presented by:

Eros Yong  
Engineering  
Manager

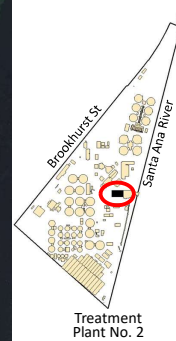
Operations  
Committee

November 2, 2022



1

## Project Location – Plant No. 2



2

### What is the Problem?

Proprietary quick patch repair

Entire pipe piece fabricated and replaced

Welded metal patch repairs

3

3

### What is the Problem?

Repair clamps

Leaking fitting

4

4

## Solution

Replace existing CenGen cooling water piping with Fiberglass Reinforced Plastic (FRP) piping



5

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## FE20-04 Bid Results

Bidder	Amount of Bid
<b>Engineer's Estimate</b>	<b>\$3,445,021</b>
Innovative Construction Solutions, Inc.	\$3,487,600 ★
MMC Inc.	\$3,754,000
GSE Construction Company, Inc.	\$3,844,400
J. R. Filanc Construction	\$4,716,911
Shimmick Construction Company, Inc.	\$4,822,000

6

6

## Recommendation

Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Cengen Cooling Water Pipe Replacement at Plant No. 2, Project No. FE20-04; and
- B. Award a Construction Contract to Innovative Construction Solutions, Inc. for Cengen Cooling Water Pipe Replacement at Plant No. 2, Project No. FE20-04 for an amount of \$3,487,600; and
- C. Approve a contingency of \$348,760 (10%).

7

7

## Questions



8



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2528

**Agenda Date:** 11/2/2022

**Agenda Item No:** 8.

---

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

**SUBJECT:**

**SEAL BEACH PUMP STATION REPLACEMENT, PROJECT NO. 3-67**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a project budget increase of \$13,000,000 for Seal Beach Pump Station Replacement, Project No. 3-67, for a new total project budget of \$100,000,000; and
- B. Approve a contingency increase of \$155,183 (2.6%) to the existing Professional Design Services Agreement with Lee & Ro, Inc. for Seal Beach Pump Station Replacement, Project No. 3-67, for a new total contingency amount of \$749,968 (12.6%).

**BACKGROUND**

The Seal Beach Pump Station Replacement, Project No. 3-67, will replace the existing pump station on the same site at the corner of Seal Beach Blvd. and Westminster Avenue in the City of Seal Beach. The pump station was originally built in 1970, expanded in 1973, and expanded again in 1980.

Project No. 3-67 will be replacing the existing Seal Beach Pump Station with a deeper pump station. By doing so, Orange County Sanitation District (OC San) will be able to eliminate the need to rehabilitate the Westside Pump Station, an upstream pump station that is located in the middle of a residential neighborhood. In fact, by building a deeper pump station, OC San will be able to abandon the Westside Pump Station in the future, eliminating the long-term need to operate and maintain that pump station; and also eliminating on-going odor, noise, and traffic impacts to the residential neighbors.

The new pump station will include a more efficient pumping system, upstream and downstream odor treatment systems, a standby generator, and a deeper wet well. The project is in the final stages of design.

**RELEVANT STANDARDS**

- Sound engineering and accounting practices, complying with local, state, and federal laws
- Protect OC San assets



- Operate and maintain facilities to minimize impacts on surrounding communities, including odor, noise, and lighting

## **PROBLEM**

The pump station is near the end of its useful life and needs to be replaced. The most recent cost estimate received from the design consultant was significantly higher than the current budget, even though the design consultant and staff had already implemented cost saving ideas into the design. The current project budget is insufficient to award a construction contract. The Professional Design Services Agreement (PDSA) consultant has incurred costs beyond the contingency for the agreement.

## **PROPOSED SOLUTION**

Increase the project budget and approve a PDSA contingency increase for Seal Beach Pump Station Replacement, Project No. 3-67.

## **TIMING CONCERNS**

Delaying the advertisement of the project could further increase construction costs due to escalation. The pump station is at the end of its useful life and may require emergency or urgent repairs if construction is delayed. Until the pump station is replaced, there is also an increased risk of a spill during a large storm.

## **RAMIFICATIONS OF NOT TAKING ACTION**

Not increasing the project budget will prevent OC San from awarding the construction contract and the pump station could fail before it is replaced.

## **PRIOR COMMITTEE/BOARD ACTIONS**

May 2022 - Approved a Monitoring Wells Relocation Agreement between the Orange County Sanitation District and Orange County Water District for Seal Beach Pump Station Replacement, Project No. 3-67, in a form approved by General Counsel.

December 2019 - Approved a Professional Design Services Agreement with Lee & Ro, Inc. to provide engineering services for Seal Beach Pump Station Replacement, Project No. 3-67, for an amount not to exceed \$5,947,850; and approved a contingency of \$594,785 (10%).

## **ADDITIONAL INFORMATION**

The current project budget was established using the construction cost estimate of \$56,967,810 submitted with the 60% complete design submittal. The design is now 100% complete and is scheduled to be advertised for construction in December. The design consultant submitted their final Engineer's Estimate with a cost of \$73,089,791, which is \$16 million higher than the budget. The reasons for the increase in the construction estimate include increase in material costs for concrete,

metals, electrical, and instrumentation and controls equipment due to supply-chain issues and market volatility; and underestimated items during previous estimates.

The design consultant submitted a request for change in the contract budget amount due to additional level of effort for design changes to reduce construction costs. This effort resulted in a construction cost savings of \$1,100,000. Staff reviewed this request for merit and determined that an increase of \$155,183 above the current contingency limit is justified.

The total cost increase for design and construction is \$16,277,164. Some of the cost increase will be covered by the project contingency, so the overall requested project budget increase is \$13,000,000.

## **CEQA**

The project is included in the Facilities Master Plan 2020 Program Environmental Impact Report, State Clearinghouse No. 2019070998.

## **FINANCIAL CONSIDERATIONS**

This request complies with the authority levels of OC San's Purchasing Ordinance. This project was budgeted (Adopted Budget, Fiscal Years 2022-2023 and 2023-24, Section 8, Page 24, Seal Beach Pump Station Replacement, Project No. 3-67). This item will increase the project budget and will be funded from the Capital Improvement Program budget.

## **ATTACHMENT**

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

- Presentation

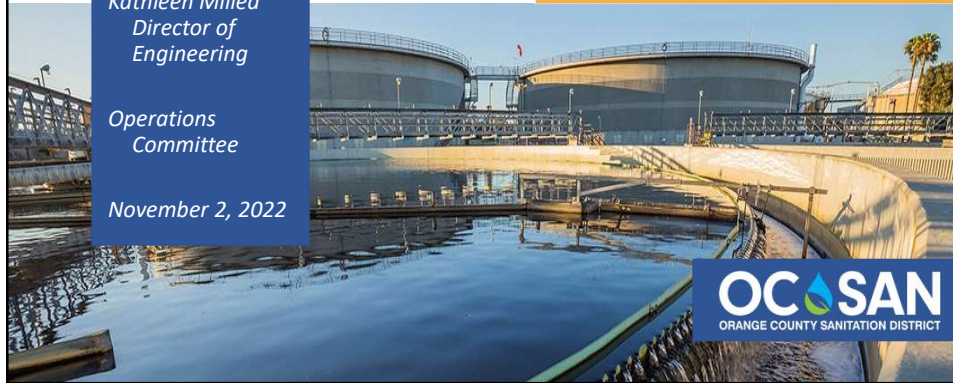
EY:JD:tk

# Seal Beach Pump Station Replacement Project No. 3-67

Presented by:  
Kathleen Millea  
Director of  
Engineering

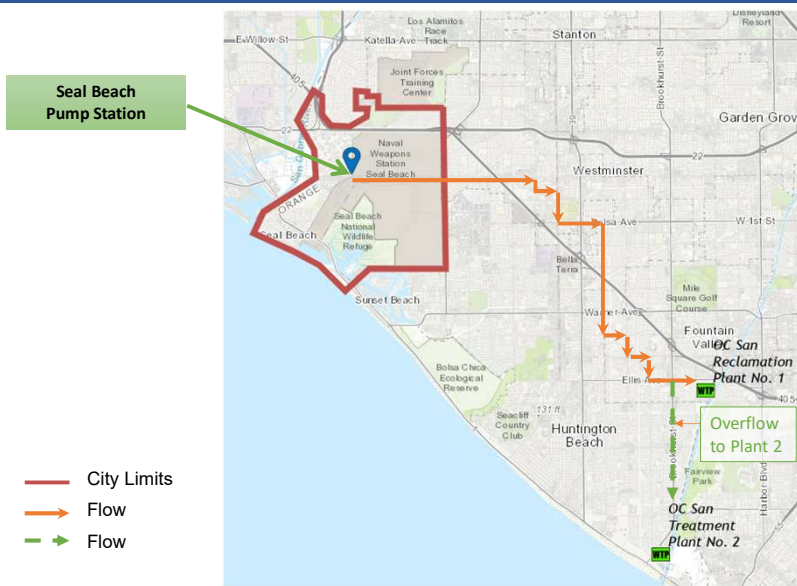
Operations  
Committee

November 2, 2022



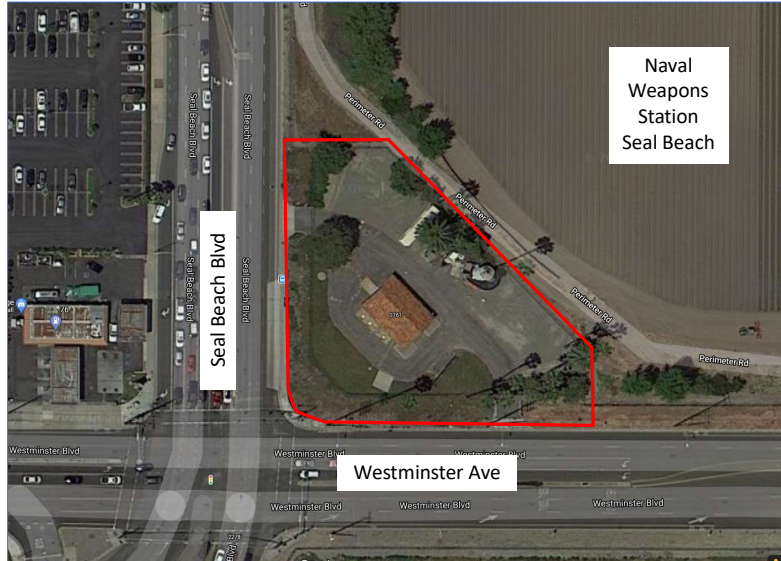
1

## Project Location: City of Seal Beach



2

## Project Location: City of Seal Beach



3

## Existing Pump Station



4

## Reason for Project

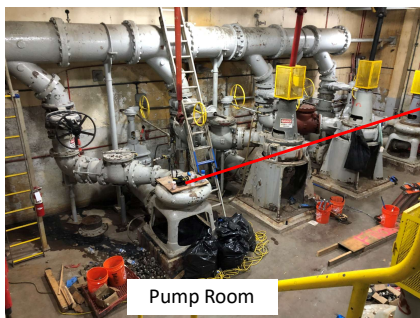
- Constructed in 1970
- Severe corrosion
- Near the end of its useful life
- Poor hydraulic performance
- No upstream odor control
- Does not meet current electrical code



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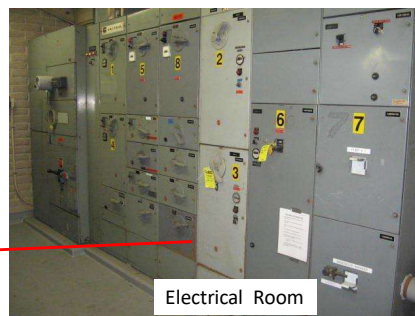
## Reason for Project



Pump Room

Urgent Pump  
Replacement

Corroded/Outdated  
Electrical Cabinets



Electrical Room

6

6

## Reason for Project

Coating failure,  
corroded concrete  
wet well wall

Bearing failure,  
sewage leak

Corroded pump  
support

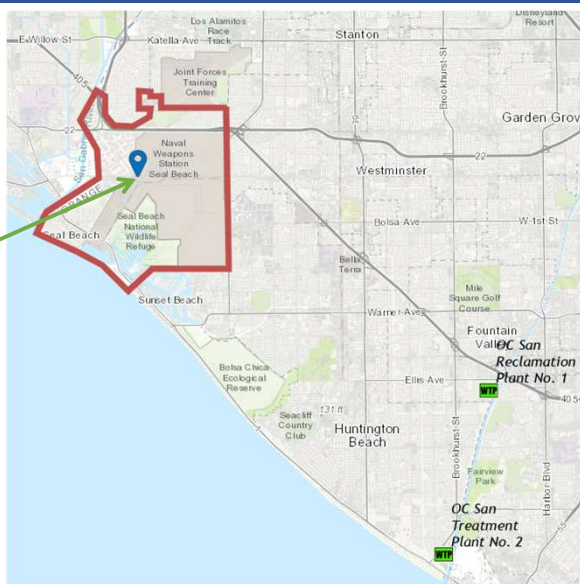


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## Additional Design Considerations

Seal Beach  
Pump Station



City Limits

8

8

## Westside Pump Station

The map shows the Westside Pump Station area in Orange County, California. A red outline indicates the city limits. Key locations marked include Los Alamitos Race Track, Stanton, Garden Grove, Westminster, and Seal Beach. Specific landmarks include the Joint Forces Training Center, Naval Weapons Station Seal Beach, and Seal Beach National Wildlife Refuge. Two callout boxes are present: an orange one for 'Westside Pump Station' and a green one for 'Seal Beach Pump Station'. A photograph at the bottom shows the Westside Pump Station building, a single-story structure with palm trees in the foreground.

Westside Pump Station

Seal Beach Pump Station

City Limits

Westside Pump Station

9

9

## Additional Design Considerations

The diagram illustrates the 'Existing Condition' of the pump stations. It shows a cross-section of the Westside Pump Station on the left and the Seal Beach Pump Station on the right, connected by a pipe. Both stations are depicted as structures with roofs and are surrounded by palm trees and landscaping. The diagram shows the relative elevations and the connection between the two stations.

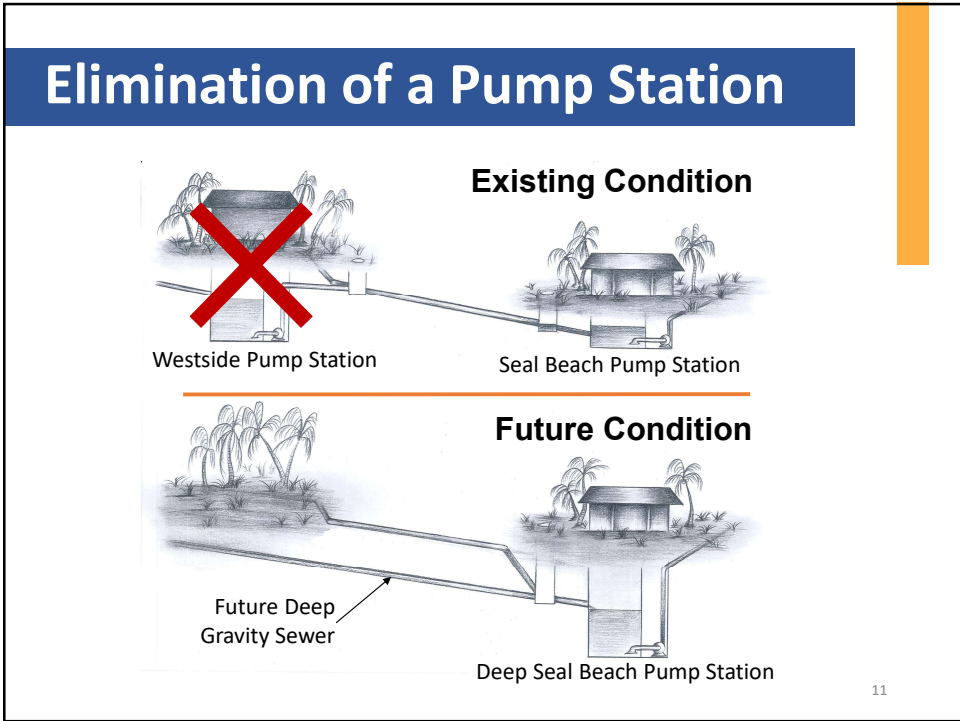
Existing Condition

Westside Pump Station

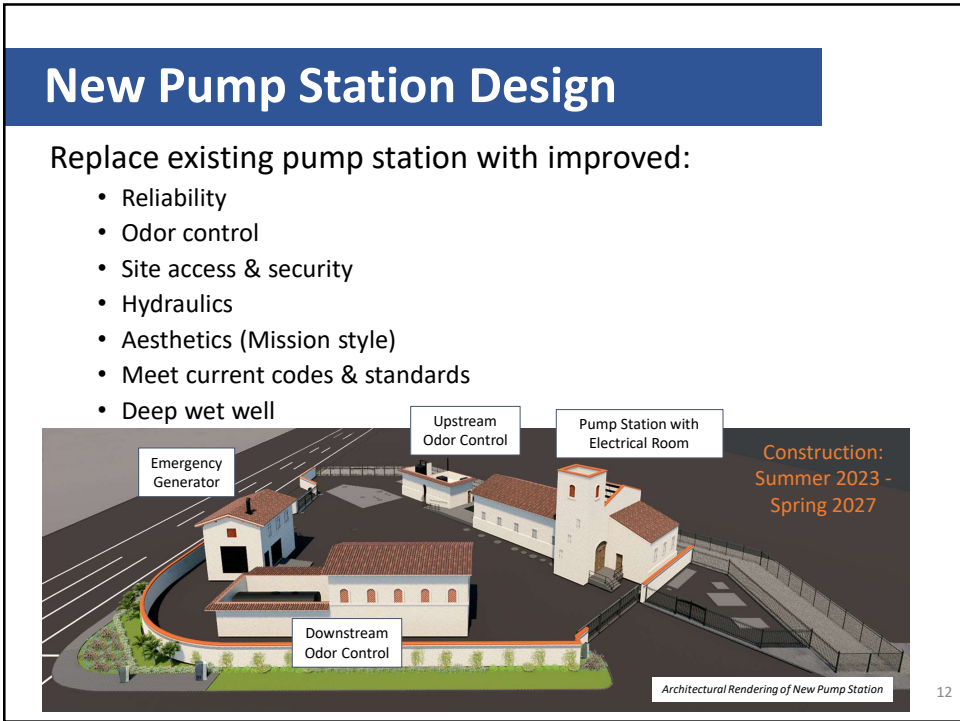
Seal Beach Pump Station

10

10



11



12



## New Pump Station Layout



13

13

## Mission Style Aesthetic



14

14

## Architectural Renderings



View from Crossing



View from Westminster Ave



View from Seal Beach Blvd



View from Westminster Ave

15

15

## Budget Request

**\$16.2M** Additional Budget Needed

Construction ~\$16M

Design ~\$155K

**(\$3.2M)** Available Contingency

**\$13.0 M** Budget Request

16

16

## Recommendation

Recommend to the Board of Directors to:

- A. Approve a project budget increase of \$13,000,000 for Seal Beach Pump Station Replacement, Project No. 3-67, for a new total project budget of \$100,000,000; and
- B. Approve a contingency increase of \$155,183 (2.6%) to the existing Professional Design Services Agreement with Lee & Ro, Inc. for Seal Beach Pump Station Replacement, Project No. 3-67, for a new total contingency amount of \$749,968 (12.6%).

17

17

## Questions



18



# OPERATIONS COMMITTEE

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

## Agenda Report

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**File #:** 2022-2197

**Agenda Date:** 11/2/2022

**Agenda Item No:** 9.

---

**FROM:** James D. Herberg, General Manager  
Originator: Celia Chandler, Director of Human Resources

**SUBJECT:**

**HUMAN RESOURCES DEPARTMENT OVERVIEW**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION:

Information Item.

**BACKGROUND**

Each month, staff provides an informational presentation on topics of interest to the Board of Directors. This month's topic: Orange County Sanitation District Human Resources Department Overview.

**RELEVANT STANDARDS**

- Cultivate a highly qualified, well-trained, and diverse workforce
- Plan for and execute succession, minimizing vacant position times
- Provide professional growth and development

**ATTACHMENT**

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

- Presentation

# Human Resources: Department Overview

*Presented By:  
Laura Maravilla,  
Human Resources  
& Risk Manager*

*Operations  
Committee*

*November 2, 2022*



1

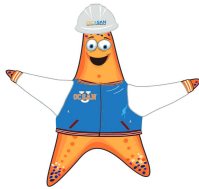
## Overview



2

2

## Highlight: OC San University



OC San Business Systems

Leadership

Technology

Communication

Partnerships for the Future

3

3

## Highlight: Labor Relations



3 Recognized Unions

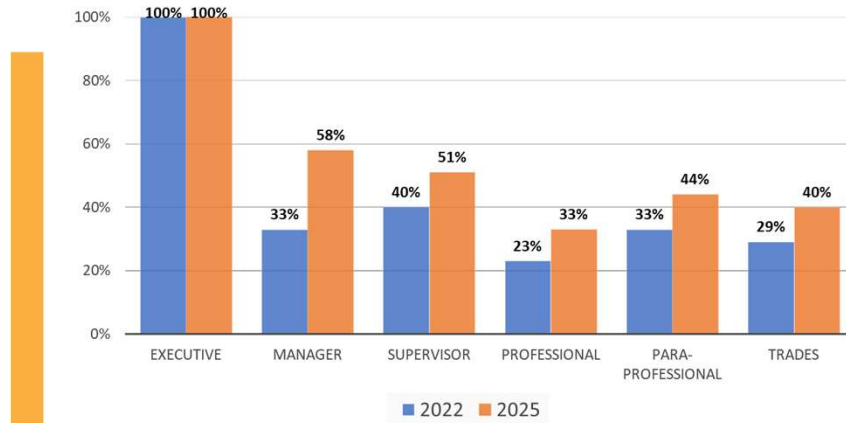
6 Collective Bargaining Agreements

3-Year Agreements (through 2025)

4

4

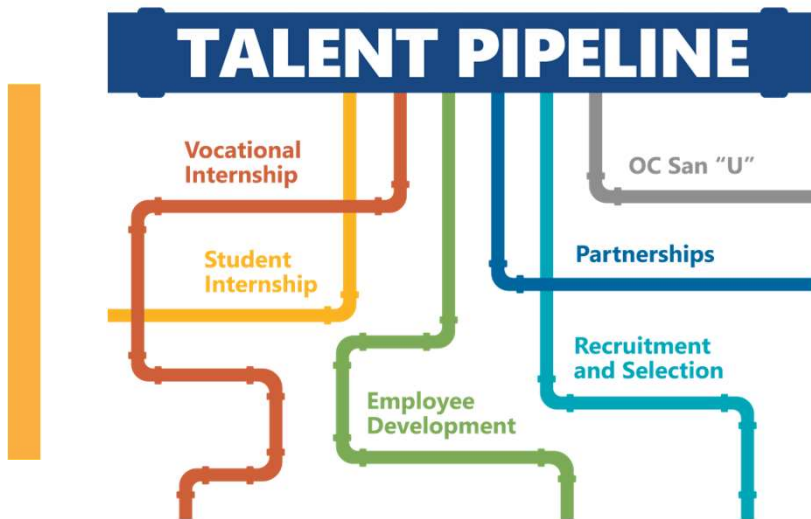
## Highlight: Succession Management



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## Highlight: Resilient Workforce



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## Highlight: Centralized Training



7

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## Questions



8



## ORANGE COUNTY SANITATION DISTRICT COMMON ACRONYMS

<b>ACWA</b>	Association of California Water Agencies	<b>LOS</b>	Level Of Service	<b>RFP</b>	Request For Proposal
<b>APWA</b>	American Public Works Association	<b>MGD</b>	Million Gallons Per Day	<b>RWQCB</b>	Regional Water Quality Control Board
<b>AQMD</b>	Air Quality Management District	<b>MOU</b>	Memorandum of Understanding	<b>SARFPA</b>	Santa Ana River Flood Protection Agency
<b>ASCE</b>	American Society of Civil Engineers	<b>NACWA</b>	National Association of Clean Water Agencies	<b>SARI</b>	Santa Ana River Interceptor
<b>BOD</b>	Biochemical Oxygen Demand	<b>NEPA</b>	National Environmental Policy Act	<b>SARWQCB</b>	Santa Ana Regional Water Quality Control Board
<b>CARB</b>	California Air Resources Board	<b>NGOs</b>	Non-Governmental Organizations	<b>SAWPA</b>	Santa Ana Watershed Project Authority
<b>CASA</b>	California Association of Sanitation Agencies	<b>NPDES</b>	National Pollutant Discharge Elimination System	<b>SCADA</b>	Supervisory Control And Data Acquisition
<b>CCTV</b>	Closed Circuit Television	<b>NWRI</b>	National Water Research Institute	<b>SCAP</b>	Southern California Alliance of Publicly Owned Treatment Works
<b>CEQA</b>	California Environmental Quality Act	<b>O &amp; M</b>	Operations & Maintenance	<b>SCAQMD</b>	South Coast Air Quality Management District
<b>CIP</b>	Capital Improvement Program	<b>OCCOG</b>	Orange County Council of Governments	<b>SOCWA</b>	South Orange County Wastewater Authority
<b>CRWQCB</b>	California Regional Water Quality Control Board	<b>OCHCA</b>	Orange County Health Care Agency	<b>SRF</b>	Clean Water State Revolving Fund
<b>CWA</b>	Clean Water Act	<b>OCSD</b>	Orange County Sanitation District	<b>SSMP</b>	Sewer System Management Plan
<b>CWEA</b>	California Water Environment Association	<b>OCWD</b>	Orange County Water District	<b>SSO</b>	Sanitary Sewer Overflow
<b>EIR</b>	Environmental Impact Report	<b>OOBS</b>	Ocean Outfall Booster Station	<b>SWRCB</b>	State Water Resources Control Board
<b>EMT</b>	Executive Management Team	<b>OSHA</b>	Occupational Safety and Health Administration	<b>TDS</b>	Total Dissolved Solids
<b>EPA</b>	US Environmental Protection Agency	<b>PCSA</b>	Professional Consultant/Construction Services Agreement	<b>TMDL</b>	Total Maximum Daily Load
<b>FOG</b>	Fats, Oils, and Grease	<b>PDSA</b>	Professional Design Services Agreement	<b>TSS</b>	Total Suspended Solids
<b>gpd</b>	gallons per day	<b>PFAS</b>	Per- and Polyfluoroalkyl Substances	<b>WDR</b>	Waste Discharge Requirements
<b>GWRS</b>	Groundwater Replenishment System	<b>PFOA</b>	Perfluorooctanoic Acid	<b>WEF</b>	Water Environment Federation
<b>ICS</b>	Incident Command System	<b>PFOS</b>	Perfluorooctanesulfonic Acid	<b>WERF</b>	Water Environment & Reuse Foundation
<b>IERP</b>	Integrated Emergency Response Plan	<b>POTW</b>	Publicly Owned Treatment Works	<b>WIFIA</b>	Water Infrastructure Finance and Innovation Act
<b>JPA</b>	Joint Powers Authority	<b>ppm</b>	parts per million	<b>WIIN</b>	Water Infrastructure Improvements for the Nation Act
<b>LAFCO</b>	Local Agency Formation Commission	<b>PSA</b>	Professional Services Agreement	<b>WRDA</b>	Water Resources Development Act

## ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

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**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**

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**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.