

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



Orange County Sanitation District

10844 Ellis Avenue, Fountain Valley, CA 92708

714.962.2411 • www.ocsd.com

January 29, 2020

NOTICE OF MEETING

OPERATIONS COMMITTEE ORANGE COUNTY SANITATION DISTRICT

Wednesday, February 5, 2020 – 5:00 P.M.

Administration Building
10844 Ellis Avenue
Fountain Valley, California 92708
WWW.OCSD.COM

A regular meeting of the Operations Committee of the Orange County Sanitation District will be held at the above location, date, and time.

Our Mission: To protect public health and the environment by providing effective wastewater collection, treatment, and recycling.

OPERATIONS COMMITTEE MEETING DATE	BOARD MEETING DATE
02/05/20	02/26/20
03/04/20	03/25/20
04/01/20	04/22/20
05/06/20	05/27/20
06/03/20	06/24/20
07/01/20	07/22/20
AUGUST DARK	08/26/20
09/02/20	09/23/20
10/07/20	10/28/20
11/04/20	11/18/20 *
12/02/20	12/16/20 *
JANUARY DARK	01/27/21

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

ROLL CALL

OPERATIONS COMMITTEE Engineering and Operations & Maintenance

Meeting Date: February 5, 2020

Time: 5:00 p.m.

Adjourn: _____

COMMITTEE MEMBERS (14)

Robert Collacott (Chair)	
Mariellen Yarc (Vice-Chair)	
Brad Avery	
Allan Bernstein	
Doug Chaffee	
Brooke Jones	
Steve Jones	
Lucille Kring	
Sandra Massa-Lavitt	
Tim Shaw	
Jesus J. Silva	
Fred Smith	
David Shawver (Board Chair)	
John Withers (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	
Lan Wiborg, Director of Environmental Services	
Kelly Lore, Clerk of the Board	

ORANGE COUNTY SANITATION DISTRICT
BOARD OF DIRECTORS
Complete Roster

Effective 01/22/2020

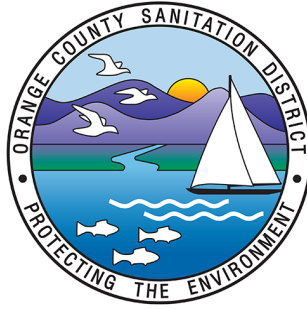
AGENCY/CITIES	ACTIVE DIRECTOR	ALTERNATE DIRECTOR
Anaheim	Lucille Kring	Denise Barnes
Brea	Glenn Parker	Cecilia Hupp
Buena Park	Fred Smith	Connor Traut
Cypress	Mariellen Yarc	Stacy Berry
Fountain Valley	Cheryl Brothers	Patrick Harper
Fullerton	Jesus J. Silva	Jan Flory
Garden Grove	Steve Jones	John O'Neill
Huntington Beach	Erik Peterson	Lyn Semeta
Irvine	Christina Shea	Anthony Kuo
La Habra	Tim Shaw	Rose Espinoza
La Palma	Peter Kim	Nitesh Patel
Los Alamitos	Richard Murphy	Dean Grose
Newport Beach	Brad Avery	Joy Brenner
Orange	Mark Murphy	Kim Nichols
Placentia	Chad Wanke	Ward Smith
Santa Ana	Cecilia Iglesias	David Penaloza
Seal Beach	Sandra Massa-Lavitt	Schelly Sustarsic
Stanton	David Shawver	Carol Warren
Tustin	Allan Bernstein	Chuck Puckett
Villa Park	Robert Collacott	Chad Zimmerman

Sanitary/Water Districts

Costa Mesa Sanitary District	James M. Ferryman	Bob Ooten
Midway City Sanitary District	Andrew Nguyen	Margie L. Rice
Irvine Ranch Water District	John Withers	Douglas Reinhart
Yorba Linda Water District	Brooke Jones	Phil Hawkins

County Areas

Board of Supervisors	Doug Chaffee	Michelle Steel
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**Orange County Sanitation District
OPERATIONS COMMITTEE
Regular Meeting Agenda
Wednesday, February 5, 2020 - 5:00 PM
Board Room
Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433**

ACCOMMODATIONS FOR THE DISABLED: Meeting Rooms are wheelchair accessible. If you require any special disability related accommodations, please contact the Orange County Sanitation District 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 Sanitation District's Administration Building located at 10844 Ellis Avenue, Fountain Valley, California, and on the Sanitation District's website at www.ocsd.com 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. Please contact the Clerk of the Board's office at (714) 593-7433 to request the audio file.

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@ocsd.com at least 14 days before the meeting.

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

General Manager: Jim Herberg, jherberg@ocsd.com / (714) 593-7300
Asst. General Manager: Lorenzo Tyner, lttyner@ocsd.com / (714) 593-7550
Asst. General Manager: Rob Thompson, rthompson@ocsd.com / (714) 593-7310
Director of Human Resources: Celia Chandler, cchandler@ocsd.com / (714) 593-7202
Director of Engineering: Kathy Millea, kmillea@ocsd.com / (714) 593-7365
Director of Environmental Services: Lan Wiborg, lwiborg@ocsd.com / (714) 593-7450

CALL TO ORDER**PLEDGE OF ALLEGIANCE****DECLARATION OF QUORUM:****PUBLIC COMMENTS:**

If you wish to address the Committee on any item, please complete a Speaker's Form (located at the table outside of the Board Room) and submit it to the Clerk of the Board or notify the Clerk of the Board the item number on which you wish to speak. Speakers will be recognized by the Chairperson and are requested to limit comments to three minutes.

REPORTS:

The Committee 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**[2019-786](#)****RECOMMENDATION:**

Approve Minutes of the Regular Meeting of the Operations Committee held on December 4, 2019.

Originator: Kelly Lore

Attachments: [Agenda Report](#)
[12-04-2019 Operations Committee Minutes](#)

2. CAPITAL IMPROVEMENT PROGRAM CONTRACT PERFORMANCE REPORT**[2019-858](#)**

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Capital Improvement Program Contract Performance Report for the period ending December 31, 2019.

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[CIP Contract Report for Period End 12-31-19](#)

3. WESTMINSTER BOULEVARD FORCE MAIN REPLACEMENT, PROJECT NO. 3-62 [2019-806](#)

RECOMMENDATION: Recommend to the Board of Directors to:

Approve a Sewer Relocation Agreement between the Orange County Sanitation District and the Midway City Sanitary District.

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[Sewer Relocation Agreement \(Final\)](#)

4. PLANT NO. 2 DEWATERING CENTRIFUGE SPARE ROTATING ASSEMBLY AND GEARBOX [2019-703](#)

RECOMMENDATION: Recommend to the Board of Directors to:

A. Approve a Sole Source Purchase Order contract for the procurement of one spare rotating assembly and gearbox for the Alfa Laval Centrifuges, Model ALDEC G3-125, for an amount not to exceed \$435,756, plus applicable sales tax and shipping; and

B. Approve a contingency of \$43,576 (10%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)

5. ON CALL PLANT NO. 1 & PLANT NO. 2 MEDIUM VOLTAGE CABLE TESTING SERVICES (MP-320) [2020-867](#)

RECOMMENDATION: Recommend to the Board of Directors to:

A. Approve a three-year service contract with Halco Service Corp. for assessment and testing of Plant No.1 and Plant No. 2 medium voltage cables per Specification No. S-2019-1107BD, for a total amount not to exceed \$491,655; and

B. Approve a contingency of \$73,748 (15%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[S-2019-1107BD DRAFT SERVICE CONTRACT](#)

6. COOPERATIVE PROCUREMENT WITH W.W. GRAINGER [2020-868](#)

RECOMMENDATION: Recommend to the Board of Directors to:

Approve a Blanket Purchase Order with W.W. Grainger, Inc. for the purchase of maintenance tools and supplies, in accordance with Ordinance No. OCSD-52, Section 2.03(B): Cooperative Procurement; for the period beginning March 1, 2020 through February 28, 2021, with two one-year renewal options, for a total amount not to exceed \$275,000 per year.

Originator: Rob Thompson

Attachments: [Agenda Report](#)

7. PLANT NO. 1 PURCHASE OF PROGRESSIVE CAVITY PUMP REPLACEMENT PARTS [2020-878](#)

RECOMMENDATION: Recommend to the Board of Directors to:

A. Approve a Sole Source Purchase Order to Cortech Engineering for the purchase of eight Seepex pump rotors and one stator for the sludge thickening and dewatering facility, for a total amount not to exceed \$216,210, plus applicable sales tax and shipping; and

B. Approve a contingency of \$21,620 (10%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)

8. PLANT NO. 2 KNIFE GATE VALVE REPLACEMENT FOR TRUCKLOADING [2020-879](#)

RECOMMENDATION:

A. Approve a Sole Source Purchase Order to CS-AMSCO for the procurement of 12 Dezurik replacement knife gate valves along with their mounting components for the Plant No. 2 Truckloading Facility, for a total amount not to exceed \$148,032 plus applicable sales tax and shipping; and

B. Approve a contingency of \$14,803 (10%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)

9. QUARTERLY ODOR COMPLAINT REPORT**[2020-876](#)****RECOMMENDATION:**

Receive and file the Fiscal Year 2019/20 Second Quarter Odor Complaint Report.

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[FY 2019-20 2nd Qtr Odor Complaints Report Summary](#)

NON-CONSENT:**10. ELECTRICAL POWER DISTRIBUTION SYSTEM IMPROVEMENTS, PROJECT NO. J-98****[2019-627](#)****RECOMMENDATION:** Recommend to the Board of Directors to:

- A. Approve a Professional Design Services Agreement with Brown and Caldwell to provide engineering services for the Electrical Power Distribution System Improvements, Project No. J-98, for an amount not to exceed \$2,240,000; and
- B. Approve a contingency of \$224,000 (10%).

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[J-98 Draft PDSA Agreement](#)

11. FLEET PURCHASE OF ONE MEDIUM-DUTY SERVICE BODY TRUCK**[2019-859](#)****RECOMMENDATION:**

- A. Approve a Purchase Order to National Auto Fleet Group for the purchase of one New/Unused 2020 Ford Super Duty F-550 Truck with Maintainer Service Body and Short Tower Crane using Sourcewell (formerly National Joint Powers Alliance) Cooperative Contract No. 120716-NAF, for a total amount of \$158,142 plus freight; and
- B. Approve a contingency of \$7,907 (5%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)

12. FLEET PURCHASE OF ONE SEDAN, SIX LIGHT-DUTY TRUCKS, AND THREE VANS [2020-888](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Purchase Order to National Auto Fleet Group for the purchase of one new/unused Toyota Prius sedan, three new/unused F150 trucks, three new/unused F250 Utility Body trucks, one new/unused Transit Connect Van, and two new/unused Transit Cargo Vans using Sourcewell (formerly National Joint Powers Alliance) Cooperative Contract No. 120716-NAF, for a total amount of \$357,312 plus freight; and
- B. Approve a contingency of \$17,866 (5%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)

INFORMATION ITEMS:**13. ORANGE COUNTY SANITATION DISTRICT RESERVES AND INVESTMENT POLICIES** [2020-880](#)

RECOMMENDATION:

Information Item.

Originator: Lorenzo Tyner

Attachments: [Agenda Report](#)

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:

The next Operations Committee meeting is scheduled for Wednesday, March 4, 2020 at 5:00 p.m.



Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2019-786

Agenda Date: 2/5/2020

Agenda Item No: 1.

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 on December 4, 2019.

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. OCSD 19-19

ATTACHMENT

The following attachment(s) are included in hard copy and may also be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Minutes of the Operations Committee meeting held December 4, 2019



CALL TO ORDER

A regular meeting of the Operations Committee was called to order by Committee Chair Bob Collacott on Wednesday, December 4, 2019 at 5:01 p.m. in the Administration Building. Committee Vice-Chair Mariellen Yarc led the Flag Salute.

DECLARATION OF QUORUM:

A quorum was declared present, as follows:

PRESENT: Robert Collacott, Mariellen Yarc, Brad Avery, Lucille Kring, Sandra Massa-Lavitt, Tim Shaw, Jesus Silva, Fred Smith and David Shawver
ABSENT: Allan Bernstein, Doug Chaffee, Steve Jones and John Withers

STAFF PRESENT: Rob Thompson, Assistant General Manager; Lorenzo Tyner, Assistant General Manager; Celia Chandler, Director of Human Resources; Kathy Millea, Director of Engineering; Lan Wiborg, Director of Environmental Services; Tina Knapp, Assistant Clerk of the Board; Jennifer Cabral; Tanya Chong; Ron Coss; Raul Cuellar; Don Cutler; Mike Dorman; Justin Fenton; Dean Fisher; Lisa Frigo; Al Garcia; Ted Gerber; Jim Kavalec; Mark Kawamoto; Josh Martinez; Tom Meregillano; Jeff Mohr; Wally Ritchie; Roya Sohanaki; Don Stokes; Eros Yong; and Ruth Zintun.

Others Present: Brad Hogin, General Counsel and Bob Ooten, Alternate Director (CMSD).

PUBLIC COMMENTS:

None.

REPORTS:

Assistant General Manager Rob Thompson reported that the facilities are operating well through the recent rain events. Mr. Thompson also responded to a question from the Committee regarding a recent spill in Laguna Beach.

CONSENT CALENDAR:

1. APPROVAL OF MINUTES

[2019-770](#)

Originator: Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular Meeting of the Operations Committee held November 6, 2019.

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Lucille Kring, Sandra Massa-Lavitt, Tim Shaw, Jesus Silva, Fred Smith and David Shawver

NOES: None

ABSENT: Allan Bernstein, Doug Chaffee, Phil Hawkins (Alternate), Steve Jones and John Withers

ABSTENTIONS: None

2. CENGEN OIL FILTERS PLATFORM AT PLANT NO. 1 AND PLANT NO. 2, PROJECT NO. SC17-03

[2019-663](#)

Originator: Kathy Millea

MOVED, SECONDED, AND DULY CARRIED TO:

A. Receive and file Bid Tabulation and Recommendation for CenGen Oil Filters Platform at Plant No. 1 and Plant No. 2, Project No. SC17-03;

B. Award a Construction Contract to Houalla Enterprises, Ltd., dba Metro Builders & Engineers Group, Ltd., for CenGen Oil Filters Platform at Plant No. 1 and Plant No. 2, Project No. SC17-03, for an amount not to exceed \$134,480; and

C. Approve a contingency of \$13,448 (10%).

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Lucille Kring, Sandra Massa-Lavitt, Tim Shaw, Jesus Silva, Fred Smith and David Shawver

NOES: None

ABSENT: Allan Bernstein, Doug Chaffee, Phil Hawkins (Alternate), Steve Jones and John Withers

ABSTENTIONS: None

3. PROTEIN MATRIX DEMONSTRATION STUDY AT PLANT NO. 1, PROJECT NO. RE18-02

[2019-724](#)

Originator: Kathy Millea

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

- A. Ratify the prior Sole Source Purchases to Protein Matrix LLC for the procurement of Protein Matrix Compound PM-4 for Protein Matrix Demonstration Study at Plant No. 1, Project No. RE 18-02, for a total amount of \$148,500; and
- B. Approve a Sole Source Purchase Order to Protein Matrix LLC for the procurement of Protein Matrix Compound PM-4 for Protein Matrix Demonstration Study at Plant No. 1, Project No. RE18-02, for a total amount not to exceed \$150,000.

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Lucille Kring, Sandra Massa-Lavitt, Tim Shaw, Jesus Silva, Fred Smith and David Shawver

NOES: None

ABSENT: Allan Bernstein, Doug Chaffee, Phil Hawkins (Alternate), Steve Jones and John Withers

ABSTENTIONS: None

**4. AWARD OF CORROSION MANAGEMENT SUPPORT SERVICES, [2019-739](#)
SPECIFICATION NO. CS-2019-1071BD**

Originator: Kathy Millea

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

- A. Approve a Professional Consultant Services Agreement with Corpro Companies, Inc. for Corrosion Management Support Services, Specification No. CS-2019-1071BD, for the period of January 1, 2020 through December 31, 2020, for a total annual amount not to exceed \$600,000, with four (4) one-year renewal options; and
- B. Approve an annual contingency of \$60,000 (10%).

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Lucille Kring, Sandra Massa-Lavitt, Tim Shaw, Jesus Silva, Fred Smith and David Shawver

NOES: None

ABSENT: Allan Bernstein, Doug Chaffee, Phil Hawkins (Alternate), Steve Jones and John Withers

ABSTENTIONS: None

**5. 480 VOLT CABLE REPLACEMENT AT PLANT NO. 2 HEADWORKS, [2019-706](#)
PROJECT NO. MP-509**

Originator: Kathy Millea

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

- A. Receive and file Bid Tabulation and Recommendation for 480 Volt Cable Replacement at Plant No. 2 Headworks, Project No. MP-509;
- B. Award a Construction Contract to Mass. Electric Construction Co. for 480 Volt Cable Replacement at Plant No. 2, Project No. MP-509, for a total amount not to exceed \$434,327; and
- C. Approve a contingency of \$86,865 (20%).

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Lucille Kring, Sandra Massa-Lavitt, Tim Shaw, Jesus Silva, Fred Smith and David Shawver

NOES: None

ABSENT: Allan Bernstein, Doug Chaffee, Phil Hawkins (Alternate), Steve Jones and John Withers

ABSTENTIONS: None

**6. ACTIVATED SLUDGE PLANT CLARIFIER INLET GATE
REPLACEMENT AT PLANT NO. 2, PROJECT NO. MP-638**

[2019-621](#)

Originator: Kathy Millea

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

- A. Receive and file Bid Tabulation and Recommendation for Activated Sludge Plant Clarifier Inlet Gate Replacement at Plant No. 2, Project No. MP-638;
- B. Award a Construction Contract to Innovative Construction Solutions for Activated Sludge Plant Clarifier Inlet Gate Replacement at Plant No. 2, Project No. MP-638, for a total amount not to exceed \$658,300; and
- C. Approve a contingency of \$65,830 (10%).

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Lucille Kring, Sandra Massa-Lavitt, Tim Shaw, Jesus Silva, Fred Smith and David Shawver

NOES: None

ABSENT: Allan Bernstein, Doug Chaffee, Phil Hawkins (Alternate), Steve Jones and John Withers

ABSTENTIONS: None

**7. PLANT NO. 1 EMERGENCY GENERATOR BREAKER PURCHASE,
PROJECT NO. MP-641**

[2019-671](#)

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

A. Approve a purchase order contract to Romac Supply Co., Inc. for the purchase of ten critical circuit breakers for Plant No.1 Project No. MP-641 per Specification No. E-2019-1091BD-R (Rebid), for a total amount not to exceed \$102,326, plus applicable sales tax; and

B. Approve a contingency of \$5,117 (5%).

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Lucille Kring, Sandra Massa-Lavitt, Tim Shaw, Jesus Silva, Fred Smith and David Shawver

NOES: None

ABSENT: Allan Bernstein, Doug Chaffee, Phil Hawkins (Alternate), Steve Jones and John Withers

ABSTENTIONS: None

NON-CONSENT:

8. AGREEMENT FOR THE PURCHASE OF LIQUID CATIONIC POLYMER, SPECIFICATION NO. C-2019-1087BD

[2019-544](#)

Originator: Rob Thompson

Mr. Thompson provided a verbal overview of this item.

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

A. Approve a Chemical Supplier Agreement with Polydyne, Inc. for the purchase of Cationic Polymer, Specification No. C-2019-1087BD, for the period beginning February 1, 2020 through January 31, 2021 for a unit price of \$2.548 per active pound plus freight and applicable sales tax, for a total estimated annual amount of \$3,866,280 with four (4) one-year renewal options; and

B. Approve an annual unit price contingency of 15%.

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Lucille Kring, Sandra Massa-Lavitt, Tim Shaw, Jesus Silva, Fred Smith and David Shawver

NOES: None

ABSENT: Allan Bernstein, Doug Chaffee, Phil Hawkins (Alternate), Steve Jones and John Withers

ABSTENTIONS: None

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

[2019-626](#)

Originator: Kathy Millea

Director of Engineering Kathy Millea introduced Justin Fenton, Senior Engineer, who provided a PowerPoint presentation on this item. The presentation included an overview of the project including location and background, selection process, and

negotiations of project elements and design assumptions. Mr. Fenton responded to questions from the Committee regarding the water table and depth of the project. Director Avery commended staff for exhibiting neighborliness to the community and collaborating with city staff on recent projects.

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

A. Approve 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

B. Approve a contingency of \$594,785 (10%).

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Lucille Kring, Sandra Massa-Lavitt, Tim Shaw, Jesus Silva, Fred Smith and David Shawver

NOES: None

ABSENT: Allan Bernstein, Doug Chaffee, Phil Hawkins (Alternate), Steve Jones and John Withers

ABSTENTIONS: None

**10. WESTMINSTER BOULEVARD FORCE MAIN REPLACEMENT,
PROJECT NO. 3-62**

[2019-624](#)

Originator: Kathy Millea

Ms. Millea provided a verbal introduction of this item and indicated that the two lowest bidders on Item No. 11 were companies that have never done business with the Sanitation District. Ms. Millea further indicated that Mr. Fenton would provide a PowerPoint presentation to cover both Item Nos. 10 and 11. The presentation covered the project location and bid results.

Director Massa-Lavitt expressed concern regarding this project as Westminster Blvd. is an alternate route to the 405 Freeway which is currently under construction.

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

A. Approve a Professional Construction Services Agreement with Stantec Consulting, Inc. to provide construction support services for Westminster Boulevard Force Main Replacement, Project No. 3-62, for a total amount not to exceed \$1,183,000; and

B. Approve a contingency of \$118,300 (10%).

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Lucille Kring, Sandra Massa-Lavitt, Tim Shaw, Jesus Silva, Fred Smith and David Shawver

NOES: None

ABSENT: Allan Bernstein, Doug Chaffee, Phil Hawkins (Alternate), Steve Jones and John Withers

ABSTENTIONS: None

**11. WESTMINSTER BOULEVARD FORCE MAIN REPLACEMENT, [2019-625](#)
PROJECT NO. 3-62**

Originator: Kathy Millea

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

- A. Receive and file Bid Tabulation and Recommendation for Westminster Boulevard Force Main Replacement, Project No. 3-62;
- B. Award a Construction Contract to Teichert Energy & Utilities Group, Inc. for Westminster Boulevard Force Main Replacement, Project No. 3-62, for a total amount not to exceed \$27,743,000; and
- C. Approve a contingency of \$2,774,300.

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Lucille Kring, Sandra Massa-Lavitt, Tim Shaw, Jesus Silva, Fred Smith and David Shawver

NOES: None

ABSENT: Allan Bernstein, Doug Chaffee, Phil Hawkins (Alternate), Steve Jones and John Withers

ABSTENTIONS: None

INFORMATION ITEMS:

**12. ORANGE COUNTY SANITATION DISTRICT'S PROCUREMENT [2019-647](#)
PROCESS**

Originator: Lorenzo Tyner

Assistant General Manager Lorenzo Tyner introduced Ruth Zintzun, Purchasing & Contracts Manager, who provided a PowerPoint presentation that included the Contracts, Purchasing & Materials Management Division's mission statement, an overview of the Division, rules and regulations followed, approval thresholds, procurement methods, public works construction, request for proposal/qualifications, goods and services bids, emergency procurements, and sole source procurement. Mr. Tyner responded to a question regarding auditing of and controls for processes.

NO ACTION TAKEN AS ITEM WAS AN:

Information Item.

13. ORANGE COUNTY SANITATION DISTRICT - ENVIRONMENTAL SERVICES[2019-646](#)**Originator:** Lan Wiborg

Director of Environmental Services Lan Wiborg introduced Lisa Frigo, Environmental Supervisor, who provided a PowerPoint presentation that introduced the compliance group; compliance and reporting governance; an overview of the compliance area; NPDES permit - discharge monitoring reporting, water quality monitoring, and solids monitoring; air quality compliance monitoring; sanitary sewer overflow reporting and stormwater construction; future concerns and collaborations; and noncompliance risk and liabilities. Ms. Frigo handed out an article from the Sanitation District's newsletter that provided details regarding the environmental auditing program.

NO ACTION TAKEN AS ITEM WAS AN:

Information Item.

DEPARTMENT HEAD REPORTS:

None.

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

None.

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

None.

ADJOURNMENT:

Chair Collacott declared the meeting adjourned at 5:42 p.m. to the meeting to be held on Wednesday, February 5, 2020 at 5:00 p.m.

Submitted by:

Tina Knapp, MMC
Assistant Clerk of the Board



Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2019-858

Agenda Date: 2/5/2020

Agenda Item No: 2.

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

SUBJECT:

CAPITAL IMPROVEMENT PROGRAM CONTRACT PERFORMANCE REPORT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Capital Improvement Program Contract Performance Report for the period ending December 31, 2019.

BACKGROUND

The Capital Improvement Program involves awarding and managing many construction and consulting contracts. In 2008, the Orange County Sanitation District (Sanitation District) Board of Directors began awarding contingencies along with construction and consulting contracts and amendments for consulting contracts up to the amount of the approved contingency. This practice reduces administrative costs, expedites resolution of project issues that arise, helps avoid Contractor delay claims, and facilitates efficient management of many contracts.

The Capital Improvement Program Contract Performance Report summarizes construction and consulting contract performance and activities for the quarter ending December 31, 2019. This report is updated quarterly.

RELEVANT STANDARDS

- Ensure the public's money is wisely spent

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Capital Improvement Program Contract Performance Report for the period ending December 31, 2019



ORANGE COUNTY SANITATION DISTRICT
Capital Improvement Program
Contract Performance Report
For the period ending December 31, 2019

DATE: January 27, 2020

TO: Orange County Sanitation District
Board of Directors

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

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

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ORANGE COUNTY SANITATION DISTRICT

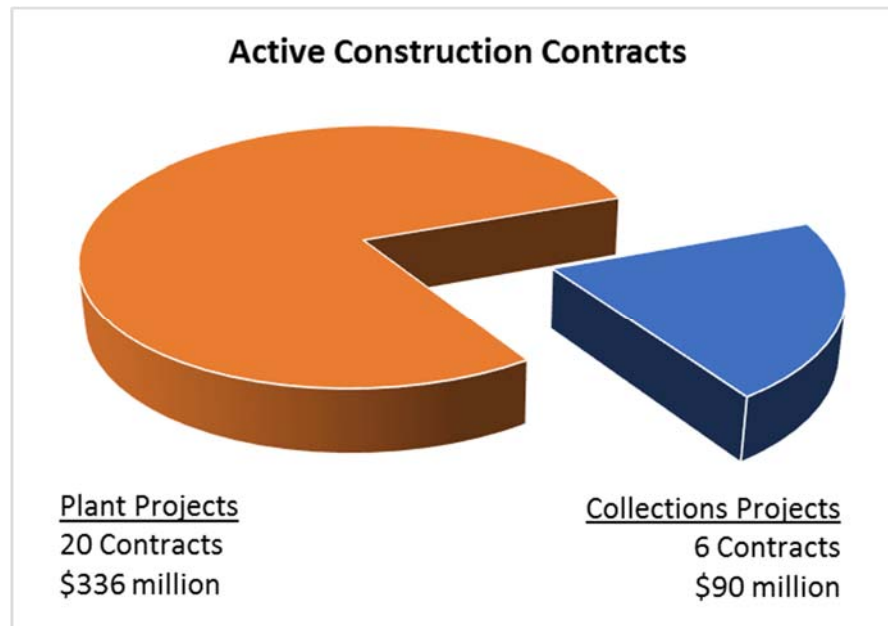
Capital Improvement Program

Contract Performance Report

For the period ending December 31, 2019

PART 1 - CONSTRUCTION CONTRACTS

Table 1 lists the construction contracts active as of December 31, 2019. The graph below shows the number and total value of projects broken down plant and collections.



One construction contract was closed in this quarter, as listed in Table 2.

**Capital Improvement Program Contract Performance Report
for Quarter Ending 12/31/2019**

Table 1 - Active Construction Contracts

Project / Contract	Contractor	Award Date	Board Award Amount	Change Orders	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
2-41-8 SARI Rock Stabilizers Removal	Griffith Company	09/26/2018	\$2,809,082	\$0	\$2,809,082	10.0%	10.0%	0.0%	10.0%
2-72 Newhope-Placencia Trunk Replacement	OHL USA, INC.	06/15/2018	\$58,242,000	\$381,246	\$58,623,246	6.5%	6.5%	0.7%	5.8%
3-62 Westminster Blvd Force Main Replacement	Teichert Energy & Utilities Group, Inc.	12/18/2019	\$27,743,000	\$0	\$27,743,000	10.0%	10.0%	0.0%	10.0%
J-117 Ocean Outfall System Rehabilitation	Shimmick Construction Co., Inc.	12/19/2018	\$90,200,000	\$18,542	\$90,218,542	8.0%	8.0%	0.0%	8.0%
J-126 Safety Improvements Program	Antek Construction	01/30/2018	\$452,757	\$18,677	\$471,434	10.0%	10.0%	4.1%	5.9%
J-126BH Lights, Ladder and Walkway Hazards	Antek Construction	09/26/2017	\$557,759	\$651	\$558,410	10.0%	10.0%	0.1%	9.9%
J-126C NFPA 820 HVAC and Electrical Improvements	MMC, Inc.	03/05/2019	\$469,000	\$0	\$469,000	10.0%	10.0%	0.0%	10.0%
J-126K Stairs, Hatches, Walkway Hazards, Ladders, Guardrails, Roof Fall Protection	Olsson Construction, Inc.	10/24/2018	\$3,637,601	\$917	\$3,638,518	10.0%	10.0%	0.0%	10.0%
J-126PQ Ladders, Hatches, Roof Fall Protection	Tharsos, Inc.	11/28/2018	\$786,000	\$0	\$786,000	10.0%	10.0%	0.0%	10.0%
J-126L Various	IOA Construction	06/06/2018	\$212,700	\$19,300	\$232,000	10.0%	10.0%	9.1%	0.9%
J-126T Insulation of E/G Exhaust Pipe Supports at Plant Nos. 1 and 2	Jamison Engineering	04/17/2019	\$30,500	\$0	\$30,500	0.0%	0.0%	0.0%	0.0%
M-FE Small Construction Projects Program									
FE14-05 Plant No. 1 Fleet Services UST Leak Remediation	Engineering/Remediation Resources Group, Inc.	01/23/2019	\$648,675	\$0	\$648,675	20.0%	20.0%	0.0%	20.0%
FE15-07 Secondary Treatment and Plant Water VFD Replacement at Plant 1	Helix Electric	03/28/2018	\$1,797,000	\$82,440	\$1,879,440	10.0%	10.0%	4.6%	5.4%
FE16-06 Fuel Cell Facilities Demolition	MMC, Inc.	07/24/2019	\$474,000	\$0	\$474,000	10.0%	10.0%	0.0%	10.0%
FE17-01 Carbon Canyon Pipeline Sag Repairs	Mike Pritch and Sons, Inc.	10/02/2019	\$510,000	\$0	\$510,000	10.0%	10.0%	0.0%	10.0%
FE17-05 Plant 1 UCS Network Extension	RP Controls	06/26/2019	\$321,889	\$0	\$321,889	10.0%	10.0%	0.0%	10.0%
FE17-06 Tustin Ave Manhole and Pipe Repair	Nuline Technologies, LLC	10/24/2019	\$350,000	\$0	\$350,000	10.0%	10.0%	0.0%	10.0%
FE18-18 Portable Generator Connector at Lido Pump Station	M. Brey Electric, Inc.	09/17/2019	\$42,285	\$0	\$42,285	20.0%	20.0%	0.0%	20.0%
IM-FR-880 Operationally Funded (Plant 2 Maintenance)									
MP-248 P2 Secondary Clarifier Repairs (AS Plant)	W. M. Lyles Company	06/26/2019	\$3,048,000	\$0	\$3,048,000	10.0%	10.0%	0.0%	10.0%
P1-101 Sludge Dewatering and Odor Control at Plant 1	WM Lyles Company	11/28/2012	\$126,908,300	\$12,778,390	\$139,686,690	3.0%	11.5%	10.1%	1.4%
P1-115 Title 24 Access Compliance and Building Rehabilitation Project	ODC Engineering & Technology	09/11/2017	\$2,235,563	\$61,194	\$2,296,757	10.0%	10.0%	2.7%	7.3%
P1-115B Rehabilitation of Fleet Services Building, Building 8 and Paving Area									
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1	Abhe & Svoboda, Inc.	07/24/2019	\$6,863,092	\$0	\$6,863,092	10.0%	10.0%	0.0%	10.0%
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1									
P2-110 Consolidated Demolition and Utility Improvements at Plant 2	Flatiron West Inc	02/09/2017	\$16,730,000	\$901,017	\$17,631,017	8.0%	8.0%	5.4%	2.6%
P2-110 Consolidated Demolition and Utility Improvements at Plant 2									
P2-123 Return Activated Sludge Piping Replacement at Plant 2	Shimmick Construction Co., Inc.	09/25/2019	\$6,042,110	\$0	\$6,042,110	10.0%	10.0%	0.0%	10.0%
P2-123 Return Activated Sludge Piping Replacement at Plant 2									
P2-92 Sludge Dewatering and Odor Control at Plant 2	Shimmick Construction Co., Inc.	01/12/2015	\$49,850,000	\$2,030,417	\$51,880,417	5.0%	6.0%	4.1%	1.9%
P2-98 Primary Treatment Rehabilitation at Plant 2	Myers & Sons Construction, LLC	01/23/2019	\$8,665,000	\$30,920	\$8,695,920	10.0%	10.0%	0.4%	9.6%
P2-98B B/C-Side Primary Clarifiers Interim Repair at Plant 2									
Total			\$409,626,313	\$16,323,711	\$425,950,024				

**Capital Improvement Program Contract Performance Report
for Quarter Ending 12/31/2019**

Table 2 - Construction Contracts Closed in Last Quarter

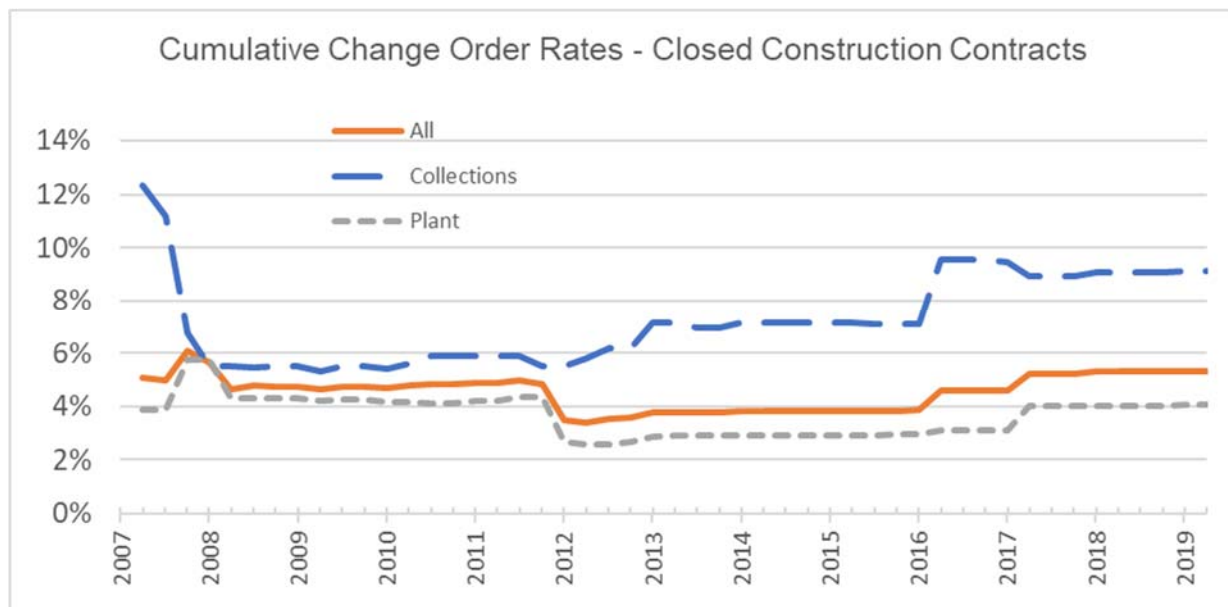
Project / Contract	Contractor	Date Closed	Award Date	Board Award Amount	Change Orders	Final Contract Amount	Original Contingency	Current Contingency	Contingency Used	Unused Contingency
J-126 Safety Improvements Program										
J-126i Exit Signs Exit Lights Electrical Disconnects Gas Detection	Helix Electric	10/01/2019	09/26/2018	\$881,800	(\$14,991)	\$866,809	10.0%	10.0%	0.0%	10.0%
			Total	\$881,800	-\$14,991	\$866,809				



ORANGE COUNTY SANITATION DISTRICT Capital Improvement Program Contract Performance Report

For the period ending December 31, 2019

When the Sanitation District Board awards a construction contract, a contingency is also approved which allows the General Manager to approve contract change orders up to the amount of the contingency. One of the purposes of this report is to document how that contingency is managed and how much of the contingency is utilized. A project's change order rate can only be documented when the work is complete. As such, the change order performance charts in this report are based only on projects closed since the Board began approving contingencies in 2008. The following chart shows how cumulative change order rates have changed for plant, collections, and all contracts since the contingency system was implemented.





ORANGE COUNTY SANITATION DISTRICT

Capital Improvement Program

Contract Performance Report

For the period ending December 31, 2019

PART 2 – ENGINEERING SERVICES AGREEMENTS

The Sanitation District engages engineering consultants through Professional Service Agreements (PSAs), Professional Design Services Agreements (PDSAs), Professional Construction Services Agreements (PCSAs), and Master Professional Services Agreements (Master Agreements). PDSAs are used to obtain design engineering services, and PCSAs are a subsequent agreement with the design consultant to provide support services during construction. PSAs are used for planning studies and other consultant assignments.

Master Agreements are issued to a pool of pre-qualified consultants for smaller projects. On those smaller projects, the Sanitation District solicits task order proposals from three or four of the firms and awards a task order to the most qualified consultant. There are currently six sets of Master Agreements.

- 2012 Master Design Agreements (expired)
- 2015 Master Design Agreements (expired)
- 2018 Master Design Agreements
- 2017 Master Agreements for CEQA Studies
- 2017 Master Agreements for Collection Planning Studies
- 2017 Master Agreements for Wastewater Treatment Planning Studies

The two Master Design Agreements from 2012, and 2015 have expired, meaning no new task orders can be issued under them, but previously-issued task orders remain active until completed. Task Orders are limited by Sanitation District Ordinance No. OCSD-52 \$300,000 per task order.

A status table for all Active Engineering Services Agreements (PDSAs and PCSAs) is attached under Table 3, and a status table for all Active Task Orders by Master Agreement is attached under Table 4 (Master Agreements).

**Capital Improvement Program Contract Performance Report
for Quarter Ending 12/31/2019**

Table 3 - Active Engineering Services Agreements

Project / Contract	Type	Consultant	Award Date	Board Award Amount	Amendments	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
2-41-8 SARI Rock Stabilizers Removal										
2-41-8 SARI Rock Stabilizers Removal	PCSA	Michael Baker International, Inc.	09/26/2018	\$215,129	\$0	\$215,129	10.0%	10.0%	0.0%	10.0%
2-72 Newhope-Placencia Trunk Replacement										
2-72 Newhope-Placencia Trunk Replacement	PCSA	Lee & Ro	03/23/2016	\$3,253,946	\$0	\$3,253,946	10.0%	10.0%	0.0%	10.0%
2-72 Newhope-Placencia Trunk Replacement	PDSEA	Lee & Ro	10/22/2014	\$8,468,232	\$434,974	\$8,903,206	10.0%	10.0%	5.1%	4.9%
3-62 Westminster Blvd Force Main Replacement										
3-62 Westminster Blvd Force Main Replacement	PCSA	Stantec Consulting Services, Inc.	12/18/2019	\$1,183,000	\$0	\$1,183,000	10.0%	10.0%	0.0%	10.0%
3-62 Westminster Blvd Force Main Replacement	PDSEA	Stantec Consulting Services, Inc.	07/22/2015	\$6,917,175	-\$1,339,457	\$5,577,718	10.0%	10.0%	0.0%	10.0%
3-64 Rehabilitation of Western Regional Sewers										
3-64 Rehabilitation of Western Regional Sewers	PDSEA	AECOM Technical Services, Inc.	01/27/2016	\$17,639,250	\$1,088,654	\$18,727,904	10.0%	10.0%	6.2%	3.8%
3-67 Seal Beach Pump Station Replacement										
3-67 Seal Beach Pump Station Replacement	PDSEA	Lee & Ro	11/20/2019	\$5,947,850	\$0	\$5,947,850	10.0%	10.0%	0.0%	10.0%
5-60 Newport Force Main Rehabilitation										
5-60 Newport Force Main Rehabilitation	PCSA	Brown and Caldwell	04/29/2014	\$2,231,925	\$839,714	\$3,071,639	8.0%	38.7%	37.6%	1.0%
5-67 Bay Bridge Pump Station Replacement										
5-67 Bay Bridge Pump Station Replacement	PDSEA	Arcadis US Inc.	10/25/2017	\$7,137,000	\$295,168	\$7,432,168	10.0%	10.0%	4.1%	5.9%
6-17 District 6 Trunk Sewer Relief										
6-17 District 6 Trunk Sewer Relief	PCSA	RMC Water & Environment	10/10/2016	\$290,000	\$0	\$290,000	15.0%	15.0%	0.0%	15.0%
7-66 Sunflower and Red Hill Interceptor Repairs										
7-66 Sunflower and Red Hill Interceptor Repairs	PDSEA	GHD	09/25/2019	\$308,712	\$0	\$308,712	10.0%	10.0%	0.0%	10.0%
J-117 Ocean Outfall System Rehabilitation										
J-117 Ocean Outfall System Rehabilitation	PCSA	Brown and Caldwell	12/19/2018	\$8,563,913	\$0	\$8,563,913	10.0%	10.0%	0.0%	10.0%
J-124 Digester Gas Facilities Rehabilitation										
J-124 Digester Gas Facilities Rehabilitation	PDSEA	Brown and Caldwell	11/15/2017	\$11,770,000	\$50,000	\$11,820,000	10.0%	10.0%	0.4%	9.6%
J-126 Safety Improvements Program										
J-126 Safety Improvements Program	PDSEA	Arcadis	08/29/2016	\$3,040,000**	\$0	\$3,040,000	10.0%	10.0%	0.0%	10.0%
J-128 Project Management Information System										
J-128 Project Management Information System	Other	PMWeb, Inc.	05/24/2017	\$1,022,500	\$79,525	\$1,102,025	20.0%	20.0%	7.8%	12.2%
Small Construction Projects Program										
FE16-11 Lane Channel Crossing	PSA	HDR Engineering, Inc.	06/28/2017	\$131,939	\$0	\$131,939	10.0%	10.0%	0.0%	10.0%
Research Program										
RE17-02 Biogas Scrubber Evaluation	PSA	Carollo Engineers, Inc.	04/21/2017	\$656,783	\$0	\$656,783	0.0%	0.0%	0.0%	0.0%
Planning Studies Program										
PS15-02 Edinger Pump Station Rehabilitation Study	PSA	Lockwood, Andrews & Newman, Inc.	12/20/2017	\$505,042	\$0	\$505,042	10.0%	10.0%	0.0%	10.0%
PS15-06 Seismic Evaluation of Structures at Plant Nos. 1 and 2	PSA	Geosyntec Consultants, Inc.	06/28/2017	\$2,578,028	\$132,425	\$2,710,453	10.0%	10.0%	5.1%	4.9%
PS15-08 Collections Capacity Evaluation Study	PSA	RMC Water & Environment	08/24/2016	\$2,802,675	\$19,372	\$2,822,047	10.0%	10.0%	0.7%	9.3%
PS16-01 Stormwater Master Plan	PSA	Michael Baker International, Inc.	07/26/2017	\$715,300	\$54,839	\$770,139	10.0%	10.0%	7.7%	2.3%
PS17-03 Active Fault Location Study at Plant No. 2	PSA	Lettis Consultants International, Inc.	03/06/2019	\$868,286	\$0	\$868,286	10.0%	10.0%	0.0%	10.0%
PS17-08 CEOA - Facilities Master Plan	PSA	Dudek	02/27/2019	\$812,709	\$0	\$812,709	10.0%	10.0%	0.0%	10.0%
P1-101 Sludge Dewatering and Odor Control at Plant 1										
P1-101 Sludge Dewatering and Odor Control at Plant 1	PCSA	HDR Engineering, Inc.	06/28/2012	\$7,140,000	\$2,453,653	\$9,593,653	8.0%	35.0%	34.4%	0.6%
P1-105 Headworks Rehabilitation at Plant 1										
P1-105 Headworks Rehabilitation at Plant 1	PDSEA	Carollo Engineers, Inc.	05/27/2015	\$17,528,957	\$7,659,692	\$25,188,649	10.0%	10.0%	43.7%	0.0%
P1-128 Headquarters Complex										
P1-128 Headquarters Complex	PDSEA	HDR Engineering, Inc.	06/22/2016	\$11,785,709	-\$825,606	\$10,960,103	10.0%	10.0%	0.0%	10.0%
P1-128 Headquarters Complex	PSA	LSA Associates, Inc.	08/11/2016	\$420,927	\$0	\$420,927	10.0%	10.0%	0.0%	10.0%
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1										
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1	PCSA	AECOM Technical Services, Inc.	07/24/2019	\$140,000	\$0	\$140,000	10.0%	10.0%	0.0%	10.0%
P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1	PDSEA	AECOM Technical Services, Inc.	06/20/2017	\$523,039	\$27,015	\$550,054	10.0%	10.0%	5.2%	4.8%

**Capital Improvement Program Contract Performance Report
for Quarter Ending 12/31/2019**

Table 3 - Active Engineering Services Agreements

Project / Contract	Type	Consultant	Award Date	Board Award Amount	Amendments	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
P2-110 Consolidated Demolition and Utility Improvements at Plant 2										
P2-110 Consolidated Demolition and Utility Improvements at Plant 2	PCSA	Stantec Consulting Services, Inc.	01/25/2017	\$1,499,839	\$0	\$1,499,839	10.0%	10.0%	0.0%	10.0%
P2-122 Headworks Modifications at Plant 2 for GWRs Final Expansion										
P2-122 Headworks Modifications at Plant 2 for GWRs Final Expansion	PDSA	CDM Smith Inc.	05/24/2017	\$5,319,930	\$0	\$5,319,930	10.0%	10.0%	0.0%	10.0%
P2-123 Return Activated Sludge Piping Replacement at Plant 2										
P2-123 Return Activated Sludge Piping Replacement at Plant 2	PCSA	SPEC Services, Inc.	09/25/2019	\$252,329	\$0	\$252,329	10.0%	10.0%	0.0%	10.0%
P2-123 Return Activated Sludge Piping Replacement at Plant 2	PDSA	SPEC Services, Inc.	07/15/2018	\$668,217	\$0	\$668,217	10.0%	10.0%	0.0%	10.0%
P2-124 Interim Food Waste Receiving Facility										
P2-124 Interim Food Waste Receiving Facility	PDSA	Kennedy/Jenks Consultants	09/05/2018	\$695,000	\$0	\$695,000	10.0%	10.0%	0.0%	10.0%
P2-92 Sludge Dewatering and Odor Control at Plant 2										
P2-92 Sludge Dewatering and Odor Control at Plant 2	PCSA	Brown and Caldwell	12/17/2014	\$4,798,328	\$0	\$4,798,328	10.0%	10.0%	0.0%	10.0%
P2-98 Primary Treatment Rehabilitation at Plant 2										
P2-98 Primary Treatment Rehabilitation at Plant 2	PDSA	Black & Veatch	07/27/2016	\$18,141,423	\$1,279,488	\$19,420,911	10.0%	10.0%	7.1%	2.9%
P2-98B B/C-Side Primary Clarifiers Interim Repair at Plant 2	PCSA	Black & Veatch	01/23/2019	\$549,534	\$0	\$549,534	10.0%	10.0%	0.0%	10.0%
SP-152 Climate Resiliency Study										
SP-152 Climate Resiliency Study	PSA	Hazen and Sawyer	11/28/2018	\$697,952	\$58,694	\$756,646	10.0%	10.0%	8.4%	1.6%
SP-196 Process Control Systems Upgrades Study										
SP-196 Process Control Systems Upgrades Study	PSA	Stantec Consulting Services, Inc.	03/01/2018	\$1,389,866	\$9,000	\$1,398,866	10.0%	10.0%	0.6%	9.4%
Total				\$158,610,444	\$12,317,150	\$170,927,594				

** Original Award was \$1,540,000, and later amended to \$3,040,000 by Board Action

**Capital Improvement Program Contract Performance Report
for Quarter Ending 12/31/2019**

Table 4 - Active Task Orders by Master Agreement

Master Agreement / Project	Consultant	Award Date	Original Task Order Value	Amendments	Current Task Order Value
2012 Master Professional Design Service Agreements (Expired)					
FE10-21 Area 02 Craig Regional Park Manhole Improvements	GHD	10/8/2012	\$58,440	\$41,560	\$100,000
2015 Master Professional Design Service Agreements (Expired)					
FE14-05 Plant No. 1 Fleet Services UST Leak Remediation	Dudek	9/1/2015	\$86,116	\$73,137	\$159,253
PS17-02 Guidelines for Development in the Area of OCSD Facilities	AECOM	8/21/2017	\$93,187	\$0	\$93,187
2017 Master Agreements for Wastewater Treatment Planning Studies					
P1-101 Spill Prevention, Control, and Countermeasure Plan for Sludge Dewatering and Odor Control at Plant No. 1	AECOM	06/27/2018	\$28,216	\$10,935	\$39,151
PS18-10 Root Cause Analysis of Malfunctioning Process Units at TFSC Facility at Plant No. 2	Brown and Caldwell	2/6/2019	\$24,783	\$0	\$24,783
PS18-01 Asset Management Plan Development	HDR Engineering, Inc.	04/03/2019	\$274,777	\$0	\$274,777
PS17-10 Emergency Overflow Weirs, Wing Wall Structural and Geotechnical Investigations	HDR Engineering, Inc.	05/21/2019	\$260,415	\$0	\$260,415
PS18-05 Plant No. 2 Future Site Plan Development	Brown and Caldwell	05/22/2019	\$122,389	\$0	\$122,389
2017 Master Agreements for Collection Planning Studies					
No Task Orders Issued to Date	--	--	--	--	--
2017 Master Agreements for CEQA Studies					
No Task Orders Issued to Date	--	--	--	--	--
2018 Master Professional Design Service Agreements					
J-127 Natural Gas Pipelines Replacement at Plant Nos. 1 and 2	Black & Veatch	1/21/2019	\$271,964	\$0	\$271,964
FE18-19 12KV Distribution Center B and East RAS Pump Station Roof Replacement	HDR Engineering, Inc.	09/16/2019	\$74,771	\$0	\$74,771
FE18-15 Plant Boiler System Relief at Plant No. 2	IDS Group, Inc.	10/22/2019	\$23,299	\$0	\$23,299
FR2-0013 Trickling Filter Sludge Pump Room Exhaust Fan Relocation at Plant No. 2	AECOM	11/6/2019	\$75,120	\$0	\$75,120
FE18-14 Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	Dudek	11/6/2019	\$108,308	\$0	\$108,308
FE18-16 Truck Loading Basement Drain Modifications at Plant No. 1	GHD, Inc.	12/4/2019	\$70,130	\$0	\$70,130
Total			\$1,571,915	\$125,632	\$1,697,547



ORANGE COUNTY SANITATION DISTRICT
Capital Improvement Program
Contract Performance Report
For the period ending December 31, 2019

PART 3 – MASTER BUDGET PROJECTS

The Board-adopted budget for Fiscal Years 2018-19 and 2019-20 includes master program budgets that allow staff to more quickly initiate, execute, and manage smaller projects that fit within the scope of a particular program. The projects chartered under these program budgets are referred to as sub-projects and are managed to the same standards as projects specifically listed in the adopted budget. A status table for each of these programs listing the sub-projects is attached.

Master Program Title	Status Table
Planning Studies Program	Table 5
Research Program	Table 6
Small Construction Projects Program	Table 7
Information Technology Capital Program	Table 8
Operations & Maintenance Capital Program	Table 9

Capital Improvement Program Contract Performance Report
for Quarter Ending 12/31/2019
Table 5 - Planning Studies Status Report

Project Number	Project Name	Status	Allocated Budget
PS15-01	Biosolids Master Plan	Closed	\$ 3,496,985
PS15-02	Edinger Pump Station Rehabilitation Study	Active	\$ 971,000
PS15-06	Seismic Evaluation of Structures at Plant Nos. 1 and 2	Active	\$ 3,860,000
PS15-07	Pressurization and Odor Control Study at Newport Beach	Closed	\$ 344,145
PS15-08	Collections Capacity Evaluation Study	Active	\$ 3,682,000
PS15-10	2017 Facilities Master Plan	Active	\$ 3,850,000
PS16-01	Stormwater Master Plan	Active	\$ 1,415,700
PS16-02	SCE Feed Reliability Improvements Study	Active	\$ 293,000
PS16-04	Rectangular Primary Clarifier Reliability Study at Plant No. 1	Closed	\$ 298,389
PS17-01	Fire Flow Testing at Plant No. 1	Closed	\$ 28,043
PS17-02	Guidelines for Development in the Area of OCSD Facilities	Active	\$ 176,000
PS17-03	Active Fault Location Study at Plant No. 2	Active	\$ 1,300,000
PS17-04	Office Workspace Study for Plant No 1 and 2	Closed	\$ 103,429
PS17-08	CEQA - Facilities Master Plan	Active	\$ 1,170,000
PS17-09	Calibration of Plant 1/Plant 2 InfoWorks Hydraulic Model	Closed	\$ 51,996
PS17-10	Emergency Overflow Weirs, Wing Wall Structural and Geotechnical Investigations	Active	\$ 465,000
PS18-01	Asset Management Plan Development	Active	\$ 420,000
PS18-02	Bushard Diversion Structure Rehabilitation Study	Active	\$ 96,000
PS18-03	AS Plant Aeration Alternatives Study at Plant 2	Closed	\$ -
PS18-04	Easements Assessment	Closed	\$ -
PS18-05	Plant No. 2 Future Site Plan Development	Active	\$ 217,000
PS18-06	Go/No-Go Lights and Signage	Active	\$ 495,000
PS18-07	ASCE Review of CIP Program	Active	\$ 23,680
PS18-08	Plant 2 Cen Gen Engine Exhaust Oxidizer Catalyst Cracking Root Cause Analysis	Closed	\$ -
PS18-09	Ocean Outfall Condition Assessment and Scoping Study	Active	\$ 1,850,000
PS18-10	Root Cause Analysis of Malfunctioning Process Units at TFSC Facility at Plant No. 2	Active	\$ 41,000
PS18-11	ETAP Model Updates for Plant Nos 1 and 2	Active	\$ 553,000
PS18-12	Laboratory Building Implementation Study	Closed	\$ -
PS19-01	Digester 6 Pipe Stress Analysis at Plant No. 1	Active	\$ 45,000
PS19-02	Circular Primary Clarifier Replacement Phasing Study at Plant No 1	Active	\$ 53,000
Grand Total			\$ 25,299,367
Number of Chartered Projects			30
Board Approved Program Budget			\$ 28,652,000
Remaining Unallocated Budget			\$ 3,352,633

**Capital Improvement Program Contract Performance Report
for Quarter Ending 12/31/2019
Table 6 - Research Program Status Report**

Project Number	Project Name	Status	Allocated Budget
RE17-01	Operational Research Technical Support FY18-19	Active	\$ 650,000
RE17-02	Biogas Scrubber Evaluation	Active	\$ 865,000
RE17-03	Reliant Wet Well Wizard Test	Closed	\$ 45,013
RE17-04	AquaNereda Aerobic Granular Sludge Process	Active	\$ 242,000
RE17-05	Organica FCR Process	Active	\$ 242,000
RE17-06	TWAS Pump Reliability Improvement Trials at Plant No. 2	Closed	\$ 10,159
RE17-07	Super Oxygenation System Research at Seal Beach Pump Station	Closed	\$ 80,000
RE18-01	Trickling Filter Bleach Test at Plant No. 1	Active	\$ 140,000
RE18-02	Protein Matrix Demonstration Study at Plant No 1	Active	\$ 150,000
Grand Total			\$ 2,424,172
Number of Chartered Projects			9
Board Approved Program Budget			\$ 8,500,000
Remaining Unallocated Budget			\$ 6,075,828

**Capital Improvement Program Contract Performance Report
for Quarter Ending 12/31/2019
Table 7 - Small Construction Projects Program Status Report**

Project Number	Project Name	Status	Allocated Budget
FE10-21	Area 02 Craig Regional Park Manhole Improvements	Active	\$ 1,359,000
FE12-10	IT Server Room Cooling Improvements	Closed	\$ 956,086
FE13-04	Plant No. 2 Trickling Filter Chemical Odor Control	Closed	\$ 4,745,752
FE14-03	Rehabilitation of Digester Mixing Pumps at P2 Digesters E, H, R, S, and T	Closed	\$ 1,177,965
FE14-05	Plant No. 1 Fleet Services UST Leak Remediation	Active	\$ 1,487,311
FE15-01	Fullerton Creek Channel Crossing	Closed	\$ 84,640
FE15-06	Gas Compressor Building Piping Replacement at Plant 2	Closed	\$ 1,605,540
FE15-07	Secondary Treatment and Plant Water VFD Replacement at Plant 1	Active	\$ 3,319,600
FE15-09	CenGen Hot Water Pipe Bracing at Plant 1	Closed	\$ 360,977
FE15-10	East Lido Force Main Rehabilitation	Active	\$ 2,228,000
FE16-01	Big Canyon Nature Park Improvements	Closed	\$ 29,915
FE16-02	Jamboree Sewer Realignment at Big Canyon	Closed	\$ 54,434
FE16-05	Buried Water Valve Support Upgrades at Plant 2	Closed	\$ 254,836
FE16-06	Fuel Cell Facilities Demolition	Active	\$ 900,000
FE16-08	Carbon Canyon Clay Pipe Repairs	Closed	\$ 648,756
FE16-10	East Basin Distribution Box Repair	Active	\$ 1,021,960
FE16-11	Lane Channel Crossing	Active	\$ 500,000
FE16-12	Garfield Road Perimeter Security Fence	Closed	\$ 37,410
FE16-13	Collections Infrastructure Relocation at Plant 2, Phase 1B	Closed	\$ 93,747
FE16-14	Slater Pump Station Valve Replacements	Active	\$ 1,050,000
FE17-01	Carbon Canyon Pipeline Sag Repairs	Active	\$ 783,000
FE17-03	Battery Storage System at Plant No. 1	Active	\$ 571,000
FE17-04	Storm Water Compliance Improvements at 3 Pump Stations	Closed	\$ 8,929
FE17-05	Plant 1 ICS Network Extension	Active	\$ 950,000
FE17-07	Fruit Street Trunk Sewer Relocation - OC Streetcar	Closed	\$ 8,474
FE17-08	Big Canyon Trunk Sewer Realignment - BCCC Maintenance Yard	Closed	\$ 80,735
FE18-01	Interim Relocation to 18350 Mt. Langley	Active	\$ 665,000
FE18-02	Jamboree Sewer Transfer	Closed	\$ 300,000
FE18-03	Building 6 Staff Consolidation	Closed	\$ -
FE18-04	Activated Sludge Basin Lighting Repair at Plant No. 2	Closed	\$ 52,882
FE18-05	Plant Water Pipe Replacement at AS 1 at Plant No. 1	Closed	\$ -
FE18-06	CenGen Instrument Air Compressors Replacement at Plant No. 1 and No. 2	Active	\$ 1,450,000
FE18-07	Pump Station Electrical Bypass Improvements	Closed	\$ -
FE18-08	West Trunk Bypass Sewer Realignment	Active	\$ 98,000
FE18-10	Mt Langley HVAC Replacement and Upgrades	Closed	\$ 573,540
FE18-11	Headworks Explosive Gas Monitoring Systems at Plant No. 1 and No. 2	Active	\$ 335,000
FE18-12	Erosion Control at Santa Ana River and Hamilton Ave	Active	\$ 245,000
FE18-13	Redhill Relief Sewer Relocation at State Route 55	Active	\$ 1,540,000
FE18-14	Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at	Active	\$ 1,425,000
FE18-15	Plant Boiler System Relief at Plant No. 2	Active	\$ 180,000
FE18-16	Truck Loading Basement Drain Modifications at Plant No. 1	Active	\$ 440,000
FE18-17	Trunkline Sampler Power Feed at Plant No 2	Active	\$ 160,000
FE18-18	Portable Generator Connector at Lido Pump Station	Active	\$ 106,000
FE18-19	12KV Distribution B and East RAS Pump Station Roofing Replacement	Active	\$ 600,000
FE18-20	Blower Building No. 1 Air Compressors at Plant No. 1	Active	\$ 1,200,000
FE19-01	Pump Station Portable Generator Connectors	Active	\$ 1,300,000
FE19-02	Cengen Plant Water Pipe Replacement at Plant No. 1	Active	\$ 825,000
FE19-04	Sunflower Pump Repairs at Plant No. 1	Closed	\$ -
FE19-03	Trickling Filter Sludge and Scum Pumps Replacement at Plant No. 1	Active	\$ 700,000
FE19-05	Engineering Trailer B Car Chargers at Plant No. 1	Active	\$ 12,000
FE19-06	EPSA Motor Cooling Improvements at Plant No. 2	Closed	\$ -
Grand Total			\$ 36,525,489
Total Chartered Projects			51
Board Approved Program Budget			\$ 53,250,000
Remaining Unallocated Budget			\$ 16,724,511

**Capital Improvement Program Contract Performance Report
for Quarter Ending 12/31/2019
Table 8 - Information Technology Capital Program Status Report**

Project Number	Project Name	Status	Allocated Budget
IT16-03	Plant 2 Internet Connection	Active	\$ 50,000
IT16-05	Plant 2 Radio Repeater Upgrade	Closed	\$ 35,000
IT16-06	Network Equipment 2016-17	Closed	\$ 44,302
IT16-07	Server Replacement and Obsolescence	Closed	\$ 337,332
IT16-08	IT Security 2016-17	Active	\$ 162,000
IT16-09	iPACS Enhancements	Active	\$ 85,000
IT16-10	LIMS Compliance Improv Project	Active	\$ 754,800
IT16-11	Business Continuity Plan	Active	\$ 140,000
IT17-01	VMWare	Active	\$ 800,000
IT17-02	Upgrade Active Directory Directory to 2016	Active	\$ 56,000
IT17-03	Upgrade ShoreTel System Server	Active	\$ 190,000
IT17-04	PCI Improvements	Closed	\$ 131,093
IT17-05	Conference Room Monitor Upgrade	Active	\$ 75,686
IT17-06	Printer Obsolescence	Active	\$ 350,000
IT17-07	Safety Management Suite	Active	\$ 106,000
IT17-08	Perimeter Physical Security Im	Closed	\$ 170,077
IT17-09	MYOCSO Redesign	Closed	\$ 170,077
IT17-10	Electronic Operator Round Form	Active	\$ 45,000
IT17-11	P2 Radio Repeater	Closed	\$ 170,077
IT17-12	Sever/Network Power Improvements	Active	\$ 90,000
IT17-13	Graphric Workstations for PAO	Closed	\$ 15,000
IT17-14	Specialized Application Programing & Support	Active	\$ 600,000
IT17-15	Data Storage Replac/Obsolescens	Active	\$ 600,000
IT18-02	Fleet Management Information System	Active	\$ 250,000
IT18-03	Timecard Systems Upgrade	Active	\$ 150,000
IT18-04	Conference Rooms Audio System Replacement	Active	\$ 90,000
IT18-05	Trusted System Document Management	Active	\$ 100,000
IT18-06	Server Replacement and Obsolescence FY18/19-19/20	Active	\$ 900,000
IT18-07	Network Equipment FY18/19-19/20	Active	\$ 850,000
IT18-09	Records Management Information System	Active	\$ 100,000
IT18-10	Board Services Management System	Active	\$ 60,000
IT18-11	IT Security Budget 2018-2019	Active	\$ 150,000
Grand Total			\$ 7,827,444
Total Chartered Project			32
Board Approved Program Budget			\$ 10,000,000
Remaining Unallocated Budget			\$ 2,172,556

**Capital Improvement Program Contract Performance Report
for Quarter Ending 12/31/2019
Table 9 - Operations & Maintenance Capital Program Status Report**

Project Number	Project Name	Status	Allocated Budget
FR00001	SALS Hidrostral Pump	Active	\$ 212,268
FR00002	Chopper Pump at Dig P P2	Active	\$ 212,268
FR00008	Rag Bin Ramp Retrofit	Active	\$ 33,038
FR00011	Westside Impeller / Line Replacement	Active	\$ 108,368
SC16-01	Maint. Storage Area Tool Cage	Active	\$ 12,000
SC17-01	CENGEN #1 Elevator Rehab	Active	\$ 12,000
SC17-02	P1 CenGen Plant Water Piping Rehabilitation	Active	\$ 250,000
SC17-03	CenGen Oil Filter Platform	Active	\$ 260,000
SC17-04	P1 CenGen 12KV Circuit Breaker Replacement	Active	\$ 220,000
SC17-05	Hidrostral Pump - TEFC Close Coupled Motor #2 (Pump for SALS)	Active	\$ 261,260
SC17-06	P1 Lab UPS System Replacement	Active	\$ 290,294
SC18-01	P1 Primary Clarifier Fall Protection Improvements	Active	\$ 50,000
SC18-02	Joint Cen Gen Oil Centrifuge Heater & Controls Rehabilitation (MP-18)	Active	\$ 120,000
SC18-03	P1 SALS Main Duty Pump & Motor and Installation - Remaining 2 (MP-524)	Active	\$ 500,000
SC18-04	Edinger UPS Replacement (MP-444)	Active	\$ 15,000
SC18-05	P1 Laboratory HVAC Boiler Burner Replacement At Plant No.1	Active	\$ 311,000
SC18-06	Pump Station Bypass Parts - Procurement (MP-426)	Active	\$ 500,000
SC18-08	MacArthur Pump Station - FM Valve Replacement	Active	\$ 55,109
SC18-09	Admin Bldg UPS System Replacement	Active	\$ 185,000
SC18-10	P2 South Scrubber Complex Bleach Pump Turndown (MP-420)	Active	\$ -
SC19-01	Main Air Compressor Building Electrical Improvements at Plant No. 2	Active	\$ 359,176
Grand Total			\$ 3,966,781
Total Chartered Projects			21
Board Approved Program Budget			\$ 15,622,000
Remaining Unallocated Budget			\$ 11,655,219



ORANGE COUNTY SANITATION DISTRICT **Capital Improvement Program** **Contract Performance Report** For the period ending December 31, 2019

PART 4 – SUPPLEMENTAL ENGINEERING SERVICES CONTRACT

In May 2016, the Sanitation District Board of Directors approved a \$41 million professional services agreement with Jacobs Project Management Co. to provide supplemental engineering and support staff services for a four-year term with the option of three one-year renewals. The benefits of using a supplemental engineering services contract, as opposed to hiring full-time staff or limited-term employees, include rapid mobilization of highly skilled/technical staff, flexibility to change the mix of staff positions on an immediate and as-needed basis, the ability to reduce staff as workloads decrease, access to technical experts to support special tasks, and access to staff with wastewater project experience.

A status table for the supplemental engineering services contract summary is attached under Table 10, and the supplemental engineering services labor summary can be found under Table 11.

Table 10 – Supplemental Engineering Services Contract Status

	Total Fees	Time
Contract	\$41,000,000	86 months ⁽¹⁾
Actuals to Date	\$17,625,762 43%	41 months 48%
Remaining	\$23,374,238 57%	45 months 52%

⁽¹⁾ Assuming three 1-year extensions

Table 11 - Supplemental Engineering Services Labor Summary

	This Quarter	Inception to Date
Labor Hours	9,557	140,542
Full Time Equivalents	21.2	21.3
Labor Costs (no expenses)	\$1,216,006	\$18,434,879
Average Hourly Rate	\$127	\$131



Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2019-806

Agenda Date: 2/5/2020

Agenda Item No: 3.

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

SUBJECT:

WESTMINSTER BOULEVARD FORCE MAIN REPLACEMENT, PROJECT NO. 3-62

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

Approve a Sewer Relocation Agreement between the Orange County Sanitation District and the Midway City Sanitary District.

BACKGROUND

Midway City Sanitary District (MCSD) operates and maintains sewers in the vicinity of the Orange County Sanitation District (Sanitation District) Knott trunk sewer that is located along Westminster Boulevard in the City of Westminster. MCSD discharges flow into an existing Sanitation District manhole that will be modified by Westminster Boulevard Force Main Replacement, Project No. 3-62.

RELEVANT STANDARDS

- Maintain collaborative and cooperative relationships with regulators, stakeholders, and neighboring communities

PROBLEM

Westminster Boulevard Force Main Replacement, Project No. 3-62, is replacing the sewers along Westminster Boulevard that have reached the end of their useful lives. Construction of the sewers requires an extension of the MCSD sewers.

PROPOSED SOLUTION

Approve a Sewer Relocation Agreement between the Sanitation District and the MCSD to extend the existing MCSD force mains. This work is included within Westminster Boulevard Force Main Replacement, Project No. 3-62.

TIMING CONCERNS

The Sewer Relocation Agreement must be executed prior to construction of the modified MCSD facilities. This project is scheduled to commence in February 2020 and complete in October of 2022.

RAMIFICATIONS OF NOT TAKING ACTION

Westminster Boulevard Force Main Replacement, Project No. 3-62, could not be completed because it would not provide a connection for the MCSD force mains.

PRIOR COMMITTEE/BOARD ACTIONS

December 2019 - Awarded a Construction Contract to Teichert Energy & Utilities Group, Inc. for Westminster Boulevard Force Main Replacement, Project No. 3-62, for a total amount not to exceed \$27,743,000, and approved a contingency of \$2,774,300.

ADDITIONAL INFORMATION

The Sanitation District and MCSD staff coordinated the design of this relocation as part of Westminster Boulevard Force Main Replacement, Project No. 3-62.

CEQA

The project is exempt from CEQA under the Class 1, 2, 3, and 4 categorical exemptions set forth in California Code of Regulations Sections 15301, 15302, 15303, and 15304, because the project involves repair, replacement, minor alteration including land, construction or reconstruction of existing utility systems involving negligible or no increase in capacity. A Notice of Exemption was filed with the OC Clerk-Recorder on January 6, 2020.

FINANCIAL CONSIDERATIONS

Relocation of the MCSD force main is included within the scope of Westminster Boulevard Force Main Replacement, Project No. 3-62. As the relocation is required to accommodate Sanitation District improvements, the Sanitation District is responsible for the associated costs.

This item has been budgeted. (FY2019-20 Update, Appendix A, Page A-7) and the budget is sufficient for this action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Sewer Relocation Agreement

JGD:dm:gc

SEWER RELOCATION AGREEMENT BETWEEN THE ORANGE COUNTY SANITATION DISTRICT AND MIDWAY CITY SANITARY DISTRICT

THIS SEWER RELOCATION AGREEMENT ("Agreement"), is made and entered into on this ____ day of _____, 2020 by and between the ORANGE COUNTY SANITATION DISTRICT, a County Sanitation District ("OCSD"), and MIDWAY CITY SANITARY DISTRICT, a Sanitation District under the Sanitary District Act of 1923 ("MCSD"). OCSD and MCSD are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as "Parties."

RECITALS

WHEREAS, OCSD is a duly organized County Sanitation District existing pursuant to the County Sanitation District Act, California Health and Safety Code section 6300, *et seq.* (the "Act"), providing for the ownership, operation, and maintenance of wastewater collection, treatment, and disposal facilities within Orange County, California;

WHEREAS, MCSD is likewise a Sanitation District existing under the Act, providing sewer and solid waste services to the residents and businesses of the cities of Westminster and Midway, California;

WHEREAS, OCSD owns, operates and maintains sewer facilities including, but not limited to, force mains and siphon outlet structures located beneath Westminster Boulevard in the Cities of Seal Beach and Westminster;

WHEREAS, as part of the Western Regional Sewers Program, OCSD intends to replace and reconfigure approximately three miles of dual force mains beneath Westminster Boulevard from Seal Beach Boulevard in the City of Seal Beach to Rancho Road/Hammon Place in the City of Westminster (the "Westminster Location") because the existing sewer facilities in the Westminster Location are aging and in need of replacement (the "Project");

WHEREAS, MCSD owns, operates, and maintains certain sewer facilities beneath the Westminster Location including a force main that connects to OCSD's sewer facilities at OCSD siphon outlet structure KNT0275-0065, which needs to be replaced, relocated and extended as a result of the Project;

WHEREAS, OCSD has agreed to do the following: demolish the existing MCSD force main currently connected to OCSD's sewer facilities at OCSD siphon outlet structure KNT0275-0065; demolish the existing MCSD manhole; construct replacement MCSD force mains consisting of two (2) concrete encased 12" PVC DR 14 pipes with restrained ductile iron fittings; construct a new MCSD manhole; construct a new concrete encased 15" VCP gravity sewer to connect the new MCSD manhole to the existing OCSD siphon outlet structure KNT0275-0060; and perform any related design, trenching, bedding, excavation, demolition, construction, and any other work necessary to properly and safely complete the foregoing (collectively, the "Work") in accordance with the tentative plans attached to this Agreement as Exhibit "A" (the

“Tentative Plans”), as they may be modified by the Approved Plans and Specifications (as defined below); and

WHEREAS, OCSD agrees to: (a) be responsible for the design, management, and construction of the Work, which includes any demolition, abandonment, removal, replacement, and/or relocation of any existing sewer facilities necessary to complete the Work; and (b) pay all costs and expenses related to the Work subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereto agree as follows:

Section 1: Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Agreement by this reference, as though fully set forth herein, and each Party to this Agreement acknowledges and agrees that it is bound by the same.

Section 2: Elements of Agreement. OCSD and MSCD will work cooperatively together so that the Work can be completed in a manner that minimizes the cost to and impact on the public. The specific terms and conditions governing the elements of this Agreement are set forth hereinafter.

Section 3: OCSD’s Specific Obligations.

- A. OCSD shall (and shall cause its agents and contractors to) comply with all applicable laws, regulations, and ordinances in connection with performing the Work.
- B. OCSD will enter into and administer contracts for the design services needed for the Work, which includes contracting with the necessary engineering consultant(s) to accomplish the design efforts, and OCSD assumes full responsibility for the design and construction services necessary to complete the Work.
- C. OCSD shall promptly inform MCSD of any proposed changes to the construction contract as it relates to the Work. Copies of proposed changes to the construction contract affecting some or all of MCSD’s facilities will be provided to MCSD within five (5) working days after OCSD’s receipt thereof.
- D. OCSD will submit prepared plans and specifications for the design and construction of the Work for review, comment, and written approval by MCSD, such approval not to be unreasonably withheld, conditioned, or delayed. MCSD shall notify OCSD, in writing, of its approval or withholding of approval of the plans and specifications within ten (10) calendar days after MCSD’s receipt of the proposed plans and specifications from OCSD. If MCSD does not approve such proposed plans and specifications, MCSD will in such written notice provide OCSD

with a reasonably-detailed statement of its basis for denial, whereupon OCSD shall require its hired consultant to correct the plans and specifications to MCSD's reasonable satisfaction. The final plans and specifications approved in writing by MCSD shall be referred to hereinafter as the "Approved Plans and Specifications".

- E. OCSD shall be responsible for advertising, awarding, and administering a contract for the construction of the Work, in conformance with all applicable laws governing construction of public works by OCSD. In connection with the foregoing, OCSD will issue a public works bid package as well as administer and enter into a construction contract to perform the Work in accordance with the Approved Plans and Specifications. OCSD shall ensure that the contractor for the Work has the appropriate license from the California State License Board and that such contractor complies with the prevailing wage laws including, but not limited to, California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"). Upon determination of the successful bidder, OCSD will submit such information to MCSD for their files.
- F. OCSD shall not accept any portion of the Work unless it has been previously inspected and approved in writing by MCSD. In connection therewith, OCSD will request, from time to time, that MCSD inspects and approves the Work or any portion thereof. Such request for inspection and approval shall be referred to herein as an "OCSD Inspection Request".
- G. OCSD will document and inform MCSD of the date of its final acceptance of the Work, and the date when the Notice of Completion is filed.
- H. OCSD shall prepare and submit, in the name of MCSD and with MCSD's prior approval and consent, any Trunk Sewer Connection Application and Permit required for MCSD to connect to OCSD's sewer facilities upon completion of the Work ("Connection Permit"). Any fees, expenses, or charges required in connection with preparing, submitting, and/or obtaining approval of the Connection Permit shall be paid by OCSD.
- I. OCSD, its agents, and contractors shall keep the Work free from any statutory or common law liens arising out of any Work performed, materials furnished, or obligations incurred by OCSD, its agents, or contractors in connection with the Work.

Section 4: MCSD's Specific Obligations.

- A. MCSD will provide, at MCSD's sole expense, inspection services for the Work as it deems necessary to assure compliance with the Approved Plans and Specifications, including, but not limited to, shop drawing review and

material inspection. In connection therewith, OCSD shall provide MCSD inspectors uninhibited access to the area of the Project where the Work is being performed to review, check and inspect the Work, and an adequate on-site work space to perform such services, provided that MCSD has given OCSD twenty-four (24) hours advance notice of its desire to inspect the Work. By no later than two (2) working days after any such inspection, MCSD will promptly notify OCSD in writing if any portion of the Work appears not to conform to the Approved Plans and Specifications, and OCSD shall cause its contractor to correct such non-conforming Work to be consistent with the Approved Plans and Specifications.

- B. MCSD will respond to any OCSD Inspection Request within two (2) working days and conduct the requested inspection within three (3) working days thereafter. If MCSD fails to respond to an OCSD Inspection Request or conduct the requested inspection within the respective time periods prescribed above, or if MCSD fails to notify OCSD that any portion of the Work appears not to conform to the Approved Plans and Specifications within two (2) working days after its inspection, the Work, in its then-current condition, shall be automatically deemed approved by MCSD.
- C. MCSD shall return comments to OCSD on all shop drawing submittals and change order requests and respond to OCSD's requests for information within three (3) working days from receipt of such submittals by MCSD; provided, however, that MCSD shall not unreasonably withhold, condition, or delay its approval of any change order proposed by OCSD that: (i) is required to perform the Work properly and/or to comply with any entitlement, permit, or approval for the Work issued, or to be issued, by any governmental body; and (ii) does not materially and adversely affect the function of MCSD's force mains, manhole, or related systems or equipment. If MCSD fails to respond to any shop drawings or change order submitted by OCSD within such three (3) working day period, the submitted shop drawings or change order, as applicable, shall automatically be deemed approved by MCSD. This provision shall not apply to review process for the plans and specifications.

Section 5: Payment for Work. OCSD shall pay 100% of the actual and necessary costs and expenses of the herein described Work. Notwithstanding the foregoing, OCSD shall not be responsible for any costs or expenses incurred by OCSD as a result of: (a) MCSD's failure to timely and fully comply with its obligations under this Agreement; (b) any change order required by MCSD that is not required to perform the Work properly, but is instead done for MCSD's convenience or to satisfy MCSD's preference; or (c) any losses, costs, damages, or liabilities arising from negligence or willful misconduct on the part of MCSD, its officers, agents, employees, or consultants.

Section 6: Final Approval of Work. Prior to MCSD's acceptance of the Work and OCSD's recordation of a Notice of Completion, MCSD shall review and provide written approval of the Work. When the Work is ready for MCSD's final inspection, OCSD shall notify MCSD of the same in writing, and MCSD shall make arrangements with OCSD to perform its final inspection of the Work within three working days following MCSD's receipt of such notice. MCSD's written approval shall only be withheld for Work not completed in accordance with the Approved Plans and Specifications. OCSD shall furnish MCSD with one set of record drawings for the completed Work and a copy of the recorded Notice of Completion. Upon MCSD's written approval, OCSD shall transfer to MCSD, and MCSD shall accept and assume ownership of and responsibility for operation, maintenance, upkeep, repair, and replacement of all improvements installed or constructed as part of the Work. OCSD shall, promptly following written request therefor from MCSD, deliver to MCSD any documents or instruments necessary to evidence or complete such transfer to MCSD.

Section 7: Encroachment Permit(s). To the extent required by OCSD to perform the Work in accordance with the Approved Plans and Specifications, as determined in OCSD's sole and absolute discretion, OCSD agrees to acquire, at OCSD's sole cost and expense, any encroachment permit(s) in the name of either OCSD or MCSD, as appropriate. Notwithstanding the foregoing, OCSD shall not be responsible for the payment of any annual fees, costs or expenses required to be paid after the original acquisition of such encroachment permit(s) unless such encroachment permit(s) are in the name of OCSD. The Parties shall timely and fully cooperate with each other and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to obtain any such encroachment permits.

Section 8: Indemnification.

- A. OCSD will, and it hereby does, indemnify, defend, and hold harmless MCSD, its elected and appointed officials, officers, agents, employees, and contractors from any and all actions, suits, claims, liability, or expense for death, injury, loss, or damage to persons or property that may arise or that are claimed to have arisen during or as a result of the Work performed by or on behalf of OCSD, its officers, agents, employees, or contractors, save and except to the extent that such action, suit, claim, liability, or expense is caused by or a result of any act, omission, or negligence of MCSD, its officers, agents, employees, or contractors.
- B. MCSD will, and it hereby does, indemnify, defend, and hold harmless OCSD, its elected and appointed officials, officers, agents, employees, and consultants, from any and all actions, suits, claims, liability or expense for death, injury, loss, or damage to persons or property that may arise or that are claimed to have arisen as a result of any act performed by MCSD, its officers, agents, employees, or contractors, with respect to the Work including in connection with the operation, maintenance, upkeep, repair, and/or replacement of the Work, save and except to the extent that such action, suit, claim, liability, or expense is solely caused by or a result of

any act, omission or negligence of OCSD, its officers, agents, employees, or contractors.

Section 9. Term. This Agreement will be in full force and effect until the specified obligations of both Parties have been fulfilled or until the Parties mutually agree to terminate this Agreement in writing.

Section 10: Agents. Any contractor or subcontractor performing or providing services in connection with the Work described herein on behalf of either Party will be conclusively deemed to be the servant and agent only of the Party that employed or contracted with said contractor or subcontractor, acting on behalf and within the scope of such contractor's or subcontractor's employment for said Party.

Section 11: Notices. All notices or other communications required or permitted hereunder will be in writing and will be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by electronic transmission, and will be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications will be addressed as follows:

To OCSD: Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708
Attention: Justin Fenton, Sr. Engineer
Phone: (714) 593-7386
E-mail: JFenton@ocsd.com

To MCSD: Midway City Sanitary District
14451 Cedarwood Avenue
Westminster, CA 92683
Attention: Ken Robbins, General Manager
Phone: (714) 593-3553
E-mail: krobbins@mcsandst.com

Section 12: Jurisdiction. In the event of a dispute regarding performance or interpretation of this Agreement, the venue for any action to enforce or interpret this Agreement will lie in the Superior Court of California for Orange County.

Section 13: Cooperation. The Parties shall cooperate with each other to achieve the purpose of this Agreement and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to fulfill their obligations described herein. The Parties further agree to use all reasonable efforts to cause the fulfillment of the conditions to the Parties' obligations hereunder and to obtain as promptly as possible all

approvals from each and every third party, whether private or governmental, required in connection with the Work contemplated by this Agreement.

Section 14: No Third Party Beneficiaries. This Agreement is entered into by and for MCSD and OCSD, and nothing herein is intended to establish rights or interests in individuals or entities not a party hereto.

Section 15: Force Majeure. Except for the payment of money, neither Party will be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, acts of third parties, or any law, order, or requirement of any governmental agency or authority.

Section 16: Governing Law. This Agreement will be governed by the laws of the State of California.

Section 17: Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all previous negotiations and agreements between the Parties pertaining to the subject matter hereof.

Section 18: Waiver. A waiver of a breach of the covenants, conditions, or obligations under this Agreement by either Party will not be construed as a waiver of any succeeding breach of the same or other covenants, conditions, or obligations of this Agreement.

Section 19: Modification. Alteration, change, or modification of this Agreement will be in the form of a written amendment, which will be signed by both Parties.

Section 20: Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will continue in full force and effect.

Section 21: Agreement Execution and Authorization. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity on whose behalf he or she is executing this Agreement.

Section 22: Counterparts Deemed Original: This Agreement may be executed in one or more counterparts (including by e-mail, other electronic transmission, and/or facsimile), all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be one and the same original instrument.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

APPROVED AS TO FORM:

ORANGE COUNTY SANITATION DISTRICT

By _____
David Shawver Date
Chairperson, Board of Directors

By _____
Alston & Bird, LLP
Special Counsel,
Orange County Sanitation District

By _____
Kelly Lore Date
Clerk of the Board, Board of Directors

APPROVED AS TO FORM:

MIDWAY CITY SANITARY DISTRICT

By _____
Chi Charlie Nguyen, Date
President, Board of Directors

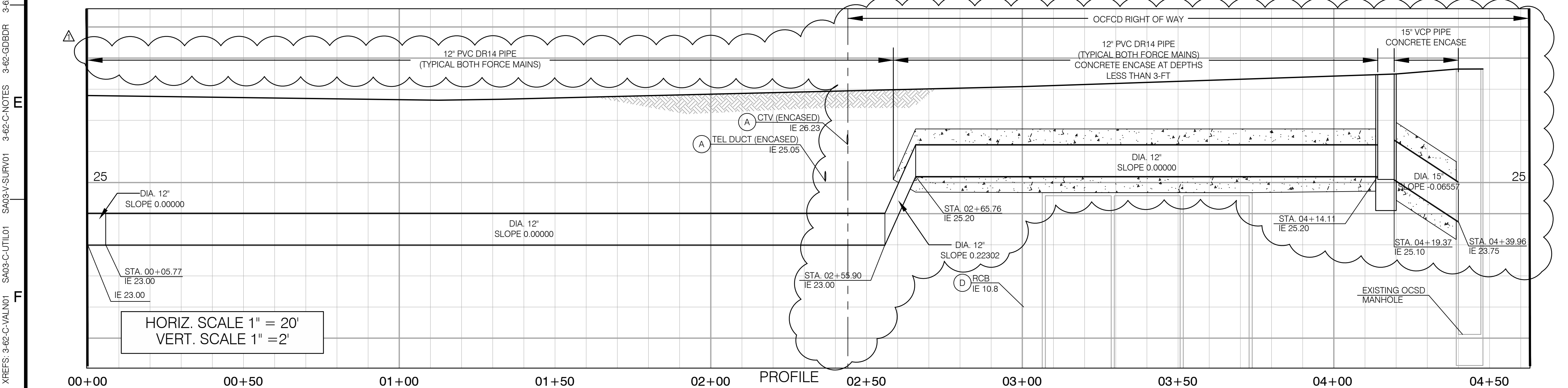
By _____
Rutan & Tucker LLP
Special Counsel,
Midway City Sanitary District

By _____
Secretary to the Board Date

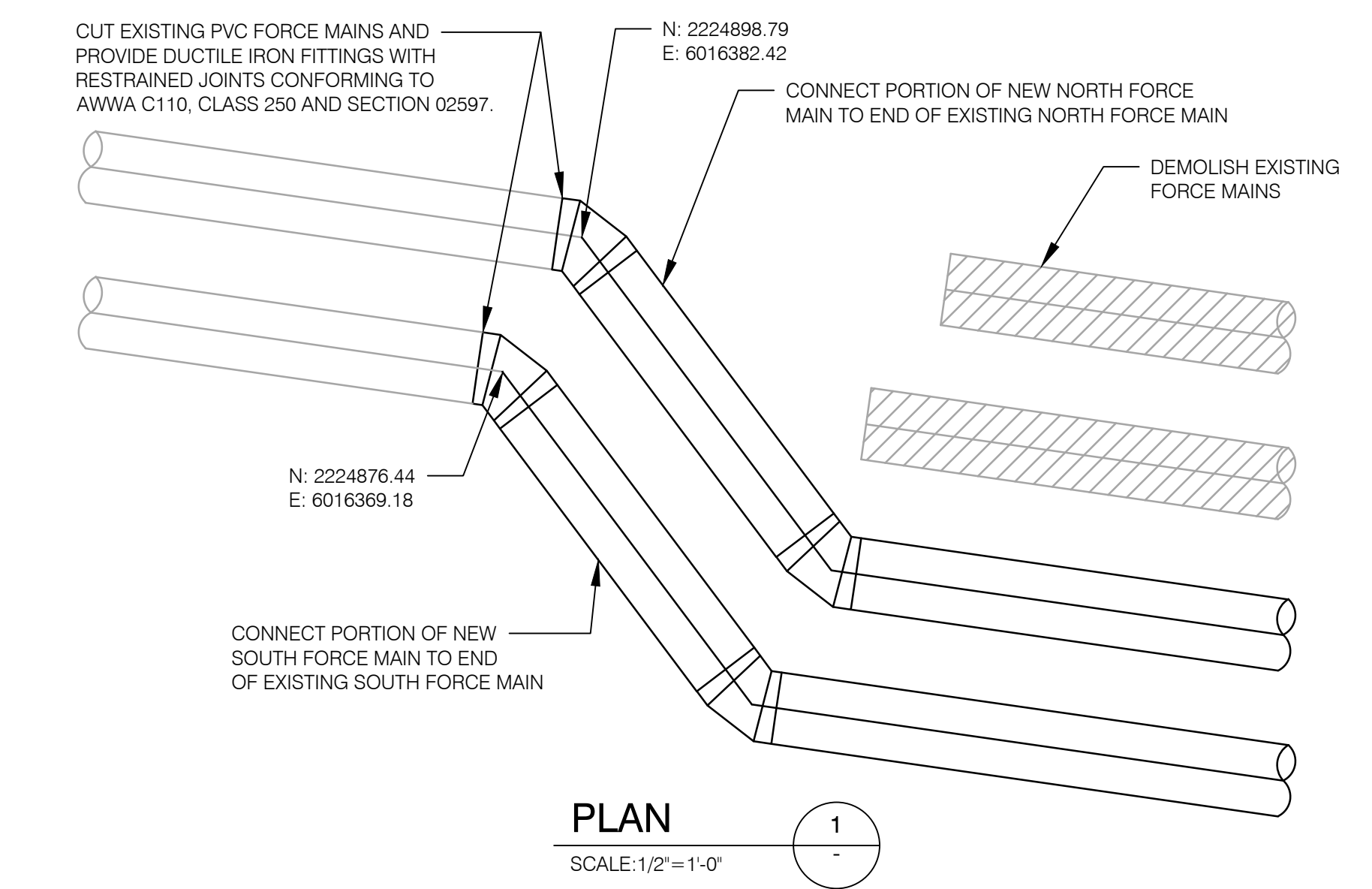
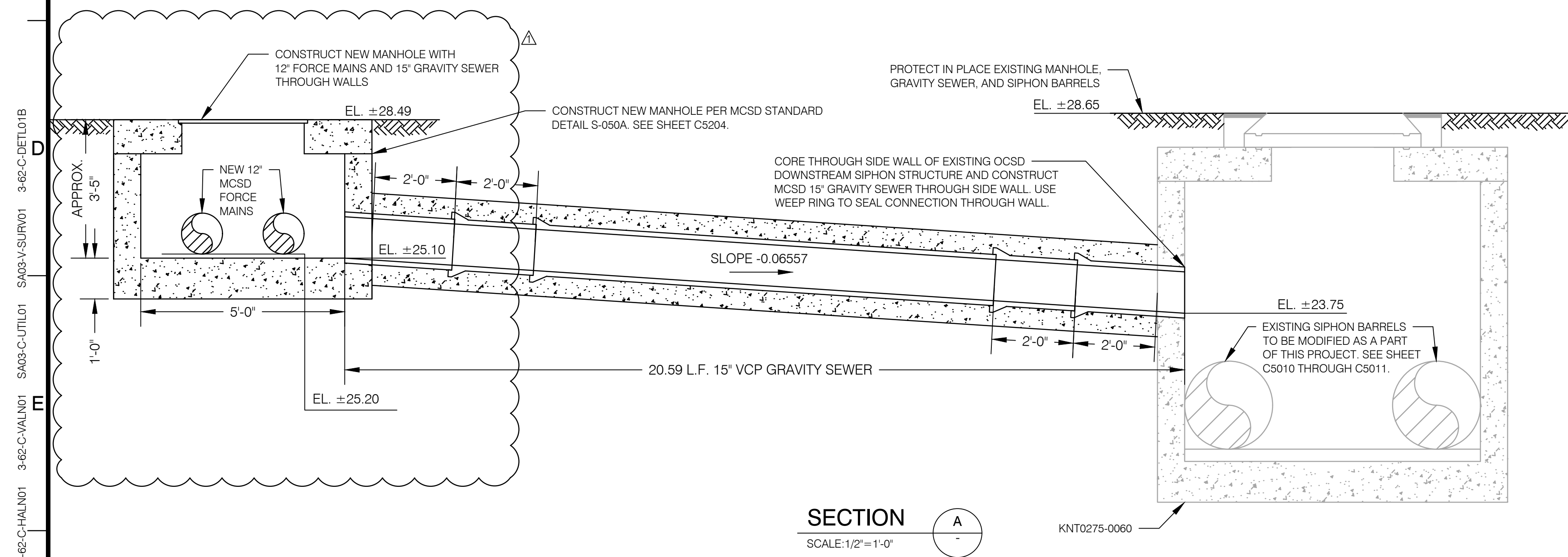
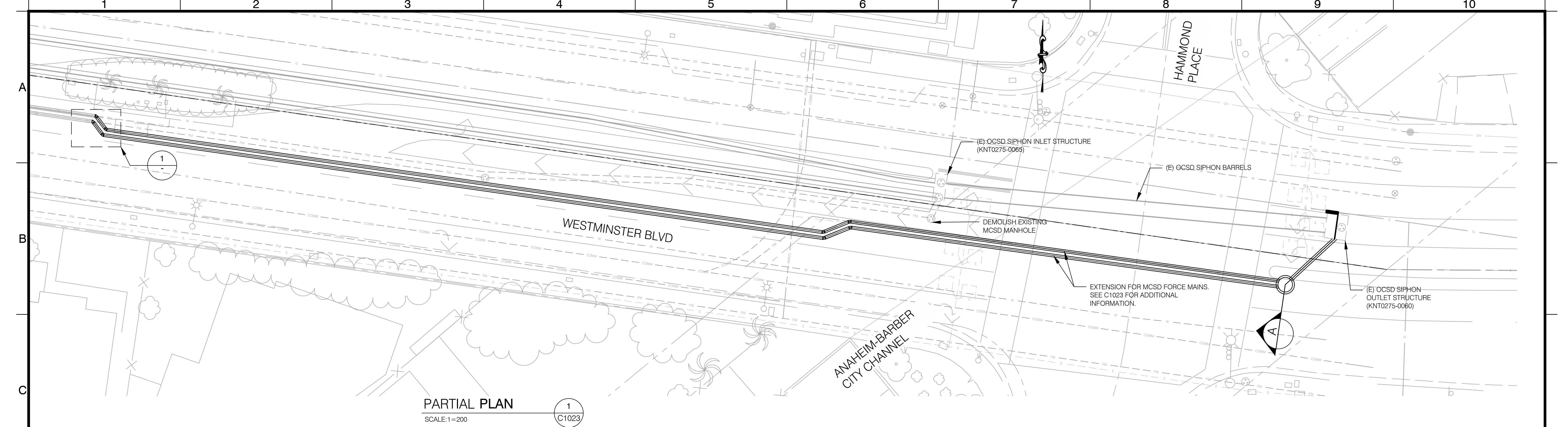
EXHIBIT “A”

Tentative Plans

(See attached.)



3-62
DRAWING NO.
C1023
33 OF 83

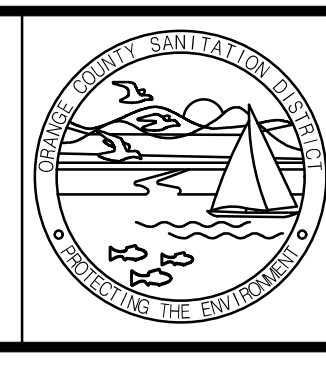
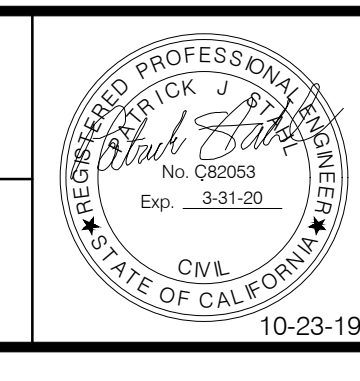


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DATE: Oct 28 2019 9:02pm XREFS: 3-e2-G0BDR 3-e2-C-AERIAL

MARK	DESCRIPTION	DATE	APPR.
1	ADDENDUM NO. 1	10/19	PJS

DESIGNED BY: STAHL, PATRICK - 07/19
DRAWN BY: KLUG, VICTORIA - 07/19
CHECKED BY: CATHCART, JIM - 07/19

LINE IS 2 INCHES
AT FULL SIZE
(IF NOT 2"-SCALE ACCORDINGLY)

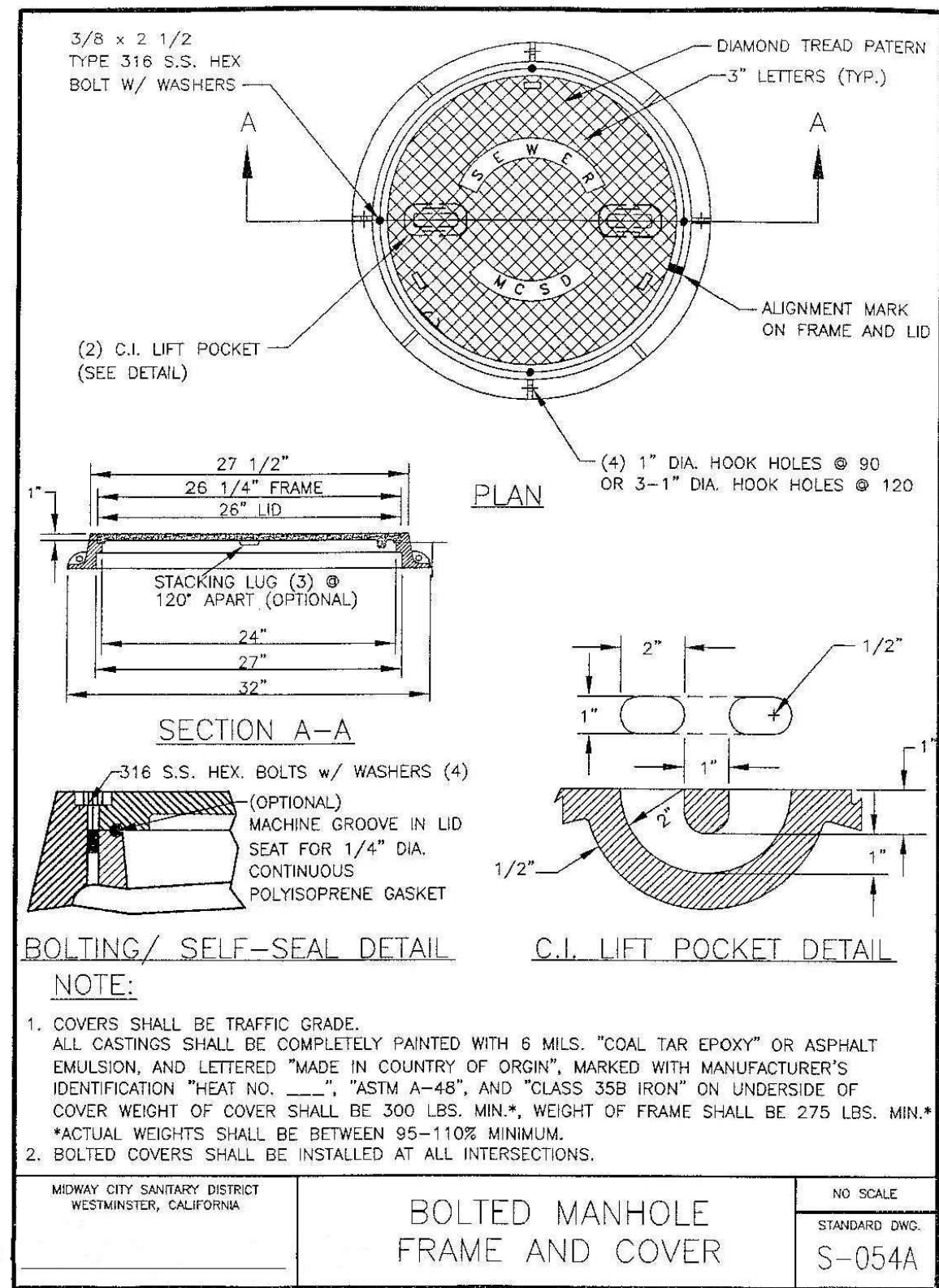
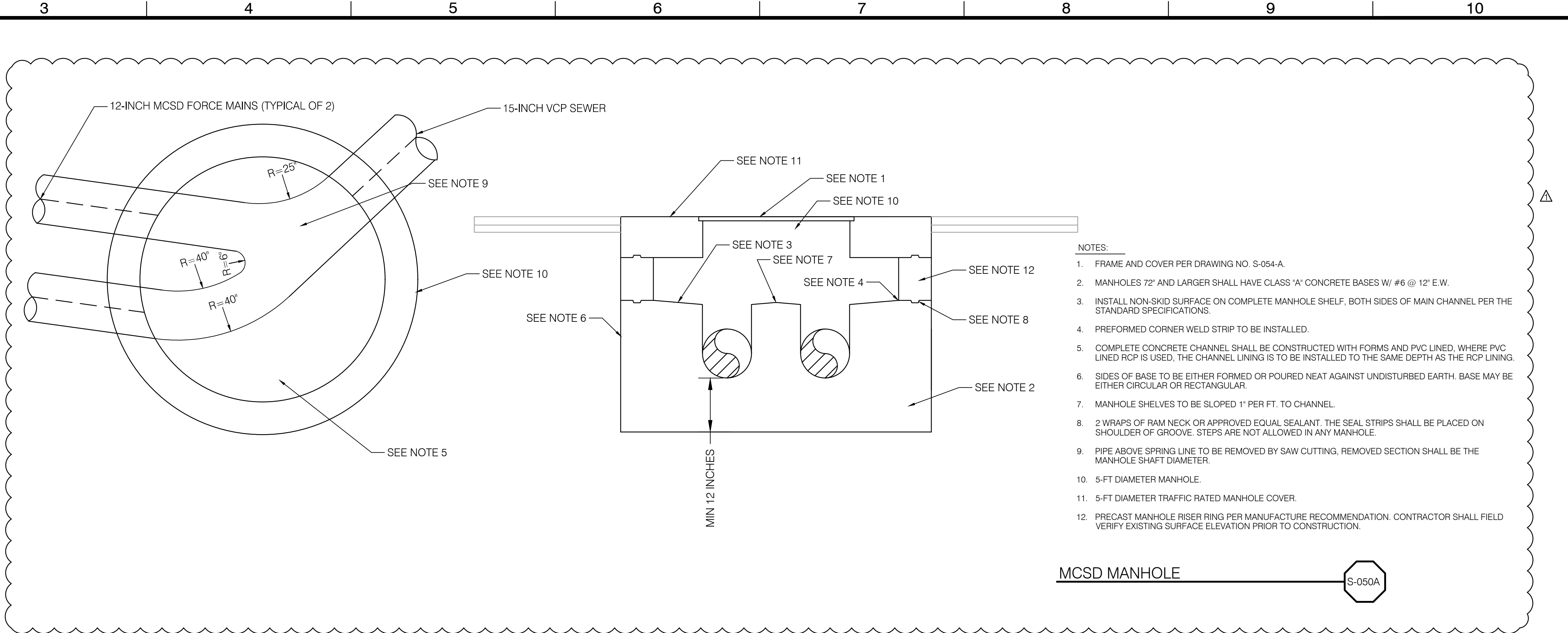
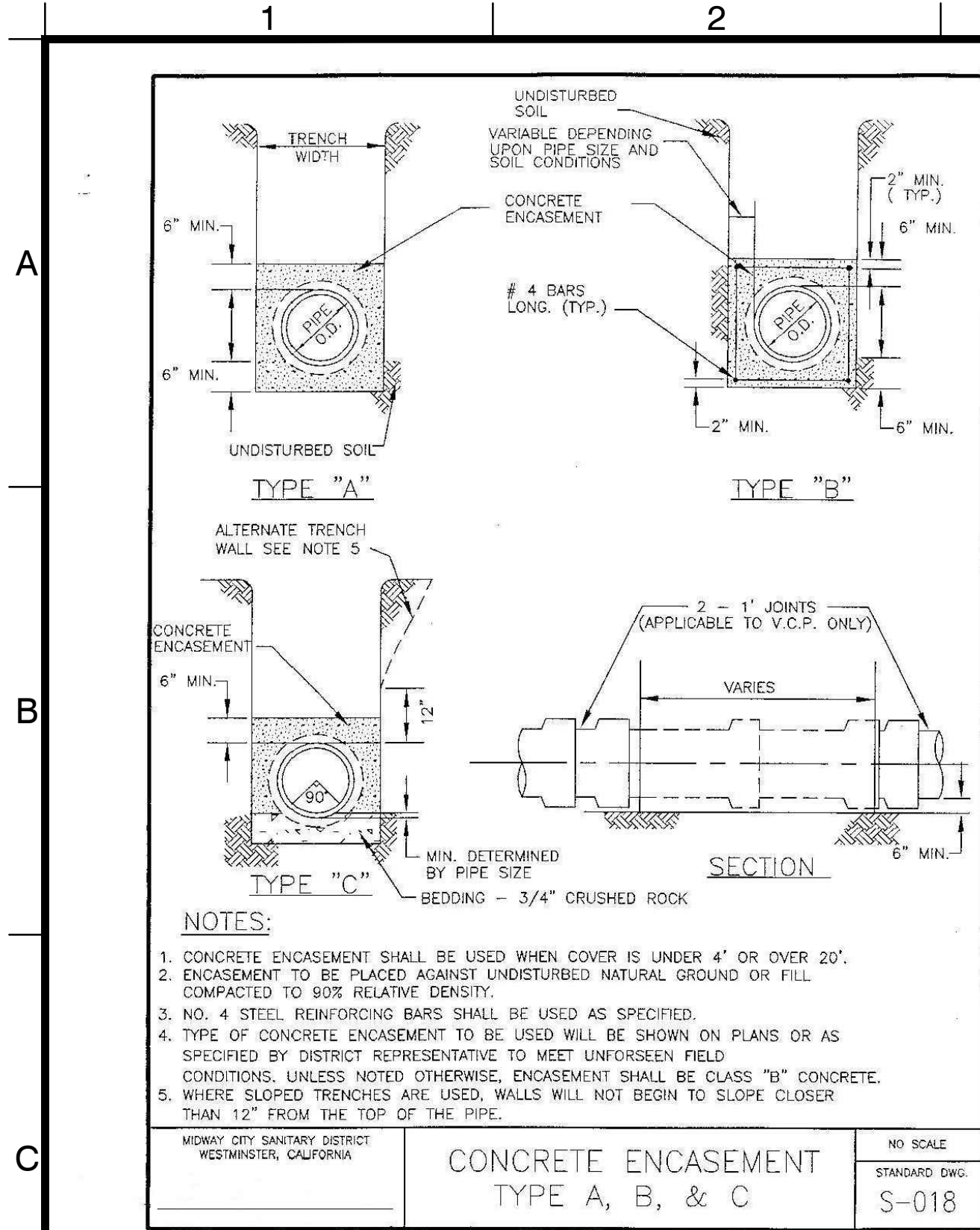


ORANGE COUNTY
SANITATION DISTRICT

WESTMINSTER BOULEVARD
FORCE MAIN REPLACEMENT
MIDWAY CITY SANITARY DISTRICT
FORCE MAINS EXTENSION
DETAILS

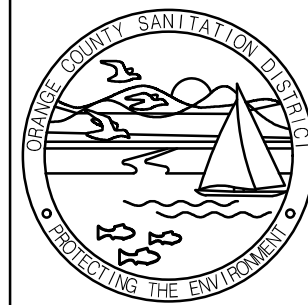
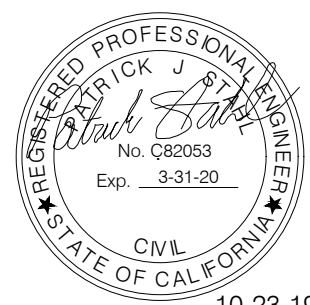
3-62
DRAWING NO.
C5003
45 OF 83

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DATE: Oct 28 2019 9:02pm XREFS: 3-62-C-DET02 3-62-GDB0R



DESIGNED BY: STAHL, PATRICK - 07/19
DRAWN BY: KLUG, VICTORIA - 07/19
CHECKED BY: CATHCART, JIM - 07/19

LINE IS 2 INCHES
AT FULL SIZE
(IF NOT 2" SCALE ACCORDINGLY)

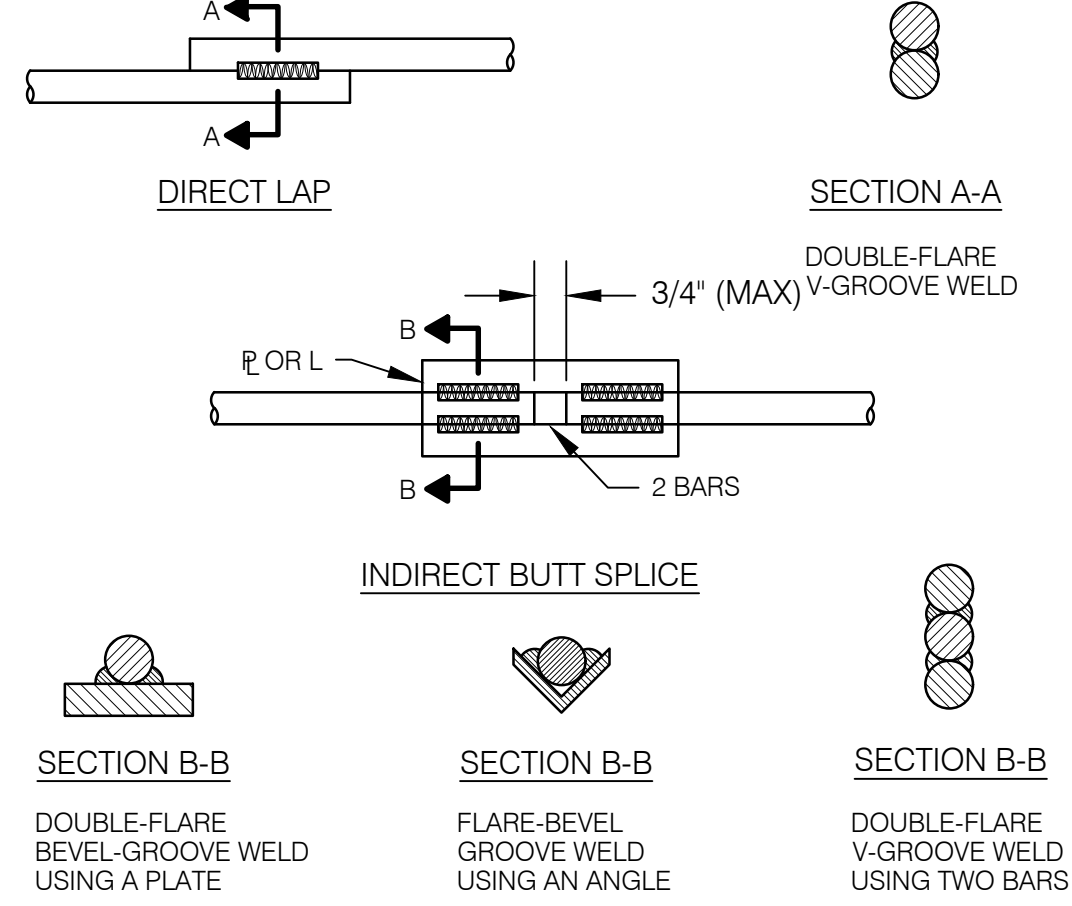


ORANGE COUNTY
SANITATION DISTRICT

WESTMINSTER BOULEVARD
FORCE MAIN REPLACEMENT
MIDWAY CITY SANITARY DISTRICT
CIVIL STANDARD DETAILS

3-62
DRAWING NO.
C5204
56 OF 83

A

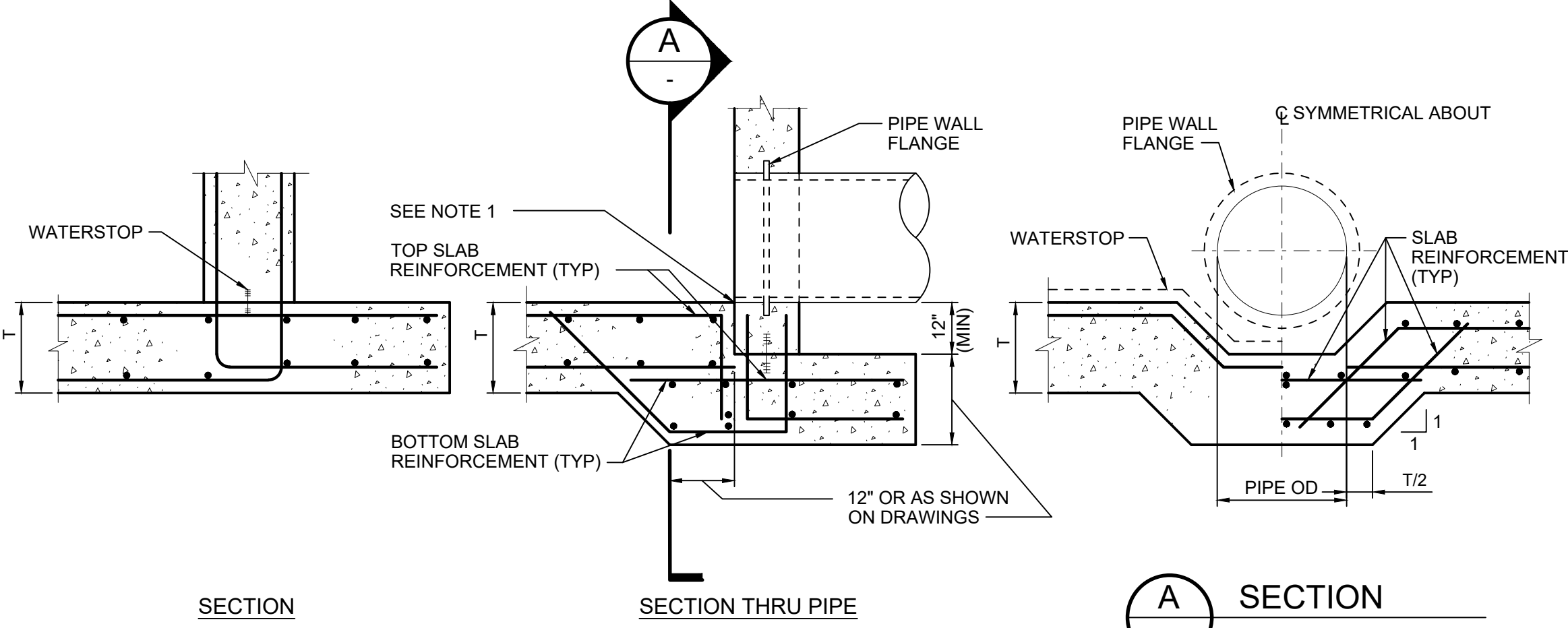


WELDED SPLICES FOR REINFORCING BARS (#6 AND SMALLER) REV 110112 S-146

* SEE DRAWINGS

STANDARD FOR REINFORCING BAR DETAILING REV 110112 S-149

C

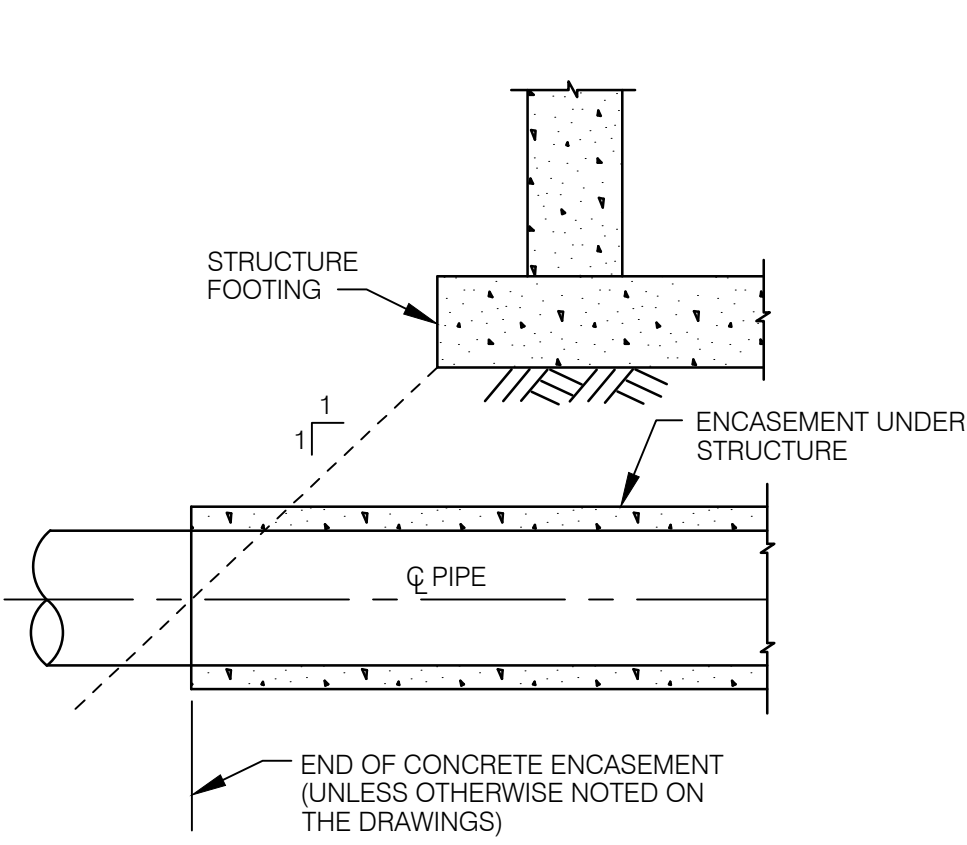


- NOTES:
1. SET PIPE INVERT FLUSH WITH SLAB
 2. DETAIL IS SIMILAR FOR RCP

FOOTING AT WALL PIPE CONNECTION REV 110112 S-150

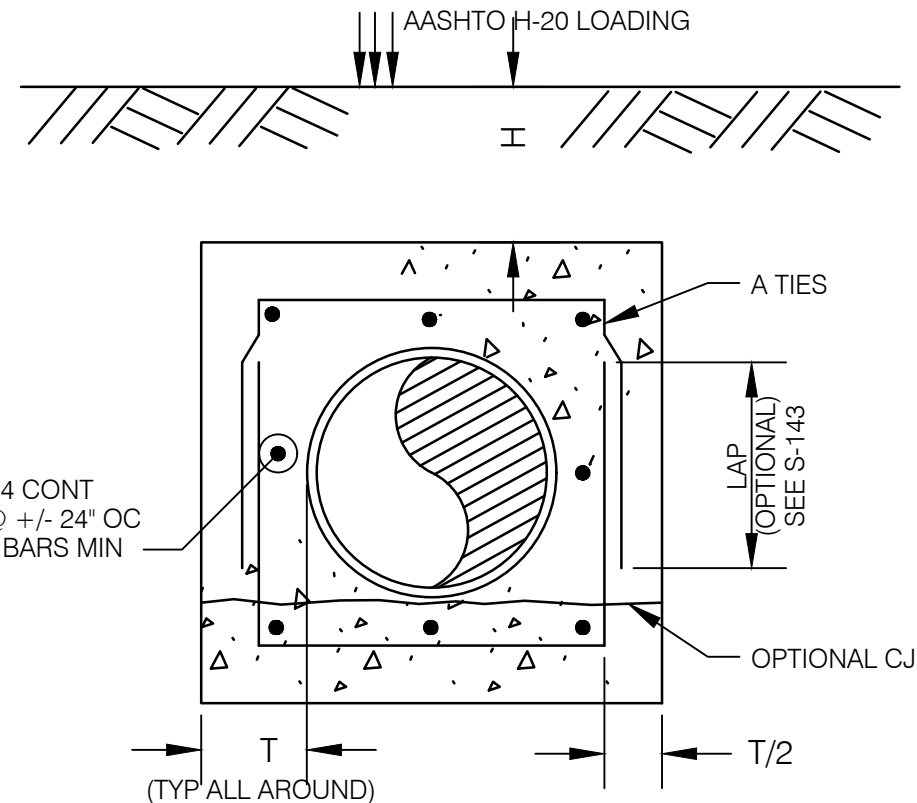
FORMING DETAILS REV 110112 S-152

E



END OF ENCASEMENT BEYOND STRUCTURE

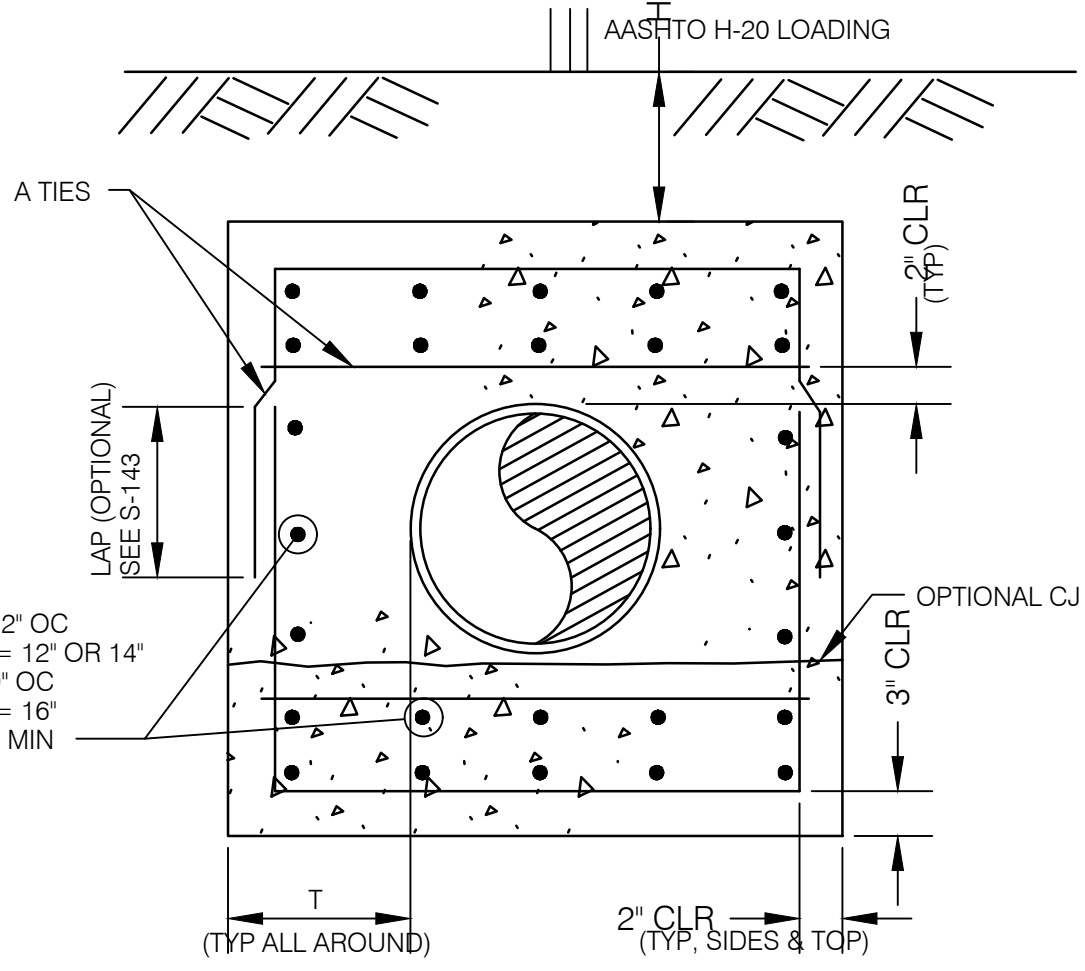
COVER H	PIPE OUTSIDE DIAMETER 36"	
	A	T
2' MIN	#4@9"	8"
3'	#4@12"	
4'		
5'		
6'		
7'	#4@12"	
8'	#4@9"	8"
9'	#4@9"	8"
10'	#4@9"	8"
12'	#4@12"	12"
14'	#4@12"	
16'	#4@12"	
18'	#4@9"	12"
20'	#4@9"	14"



T = 6" OR 8" ENCASEMENT

PIPE ENCASEMENT REV 110112 S-171

- NOTES:
1. WHERE ENCASEMENT PASSES UNDER SPREAD FOOTING OR MAT FOUNDATION, USE H=20' UNO
 2. ALL ENCASEMENTS UNDER STRUCTURES SHALL BE SEPARATED FROM THE STRUCTURE FOUNDATIONS BY BACKFILL OR 2 LAYERS OF 40# FELT UNO
 3. WHEN ENCASEMENTS TERMINATE @ STRUCTURE, ENCASEMENT REINFORCING SHALL BE DOWELED INTO THE STRUCTURE
 4. CONTINUE ENCASEMENT ALONG VERTICAL RUNS OF PIPE. UNO FOR T = 12' TO 16' ENCASEMENTS, PROVIDE 2 MATS OF REINF. ON ALL FOUR SIDES OF ENCASEMENT. EXTEND VERT REINF. DEPTH INTO HORIZ ENCASEMENT AND TERMINATE BARS WITH STD HOOKS.



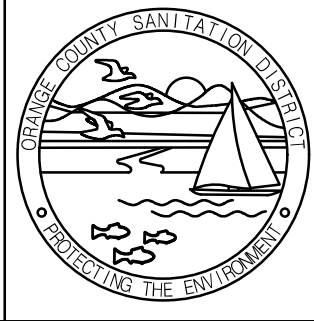
T = 12" - 16" ENCASEMENT

DWG: C:\pwworkdir\0541890\3-62-S5006.dwg USER: VHO DATE: Sep 19, 2019 11:54am XREFS: 3-62-GDOBDR 3-62-SDET01

MARK	DESCRIPTION	DATE	APPR.
IFB SET		9/19	PJS

DESIGNED BY: LIN, SIMON - 03/03/2019
DRAWN BY: NGUYEN, TRI - 03/03/2019
CHECKED BY: TRIEBEL, GEORGE - 03/03/2019

LINE IS 2 INCHES AT FULL SIZE
(IF NOT 2" SCALE ACCORDINGLY)



ORANGE COUNTY
SANITATION DISTRICT

WESTMINSTER BOULEVARD
FORCE MAIN REPLACEMENT
GENERAL STRUCTURAL
DETAILS - II

3-62
DRAWING NO.
S5006



Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2019-703

Agenda Date: 2/5/2020

Agenda Item No: 4.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

PLANT NO. 2 DEWATERING CENTRIFUGE SPARE ROTATING ASSEMBLY AND GEARBOX

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Sole Source Purchase Order contract for the procurement of one spare rotating assembly and gearbox for the Alfa Laval Centrifuges, Model ALDEC G3-125, for an amount not to exceed \$435,756, plus applicable sales tax and shipping; and
- B. Approve a contingency of \$43,576 (10%).

BACKGROUND

Five Alfa Laval, Model ALDEC G3-125, dewatering centrifuges were installed at Plant No. 2 by Project No. P2-92. These units replaced the Belt Filter Press systems with newer dewatering technology using centrifuges, which have reduced biosolids disposal costs and improved process efficiencies by concentrating digested sludge to thicker biosolids cake.

RELEVANT STANDARDS

- Safe, beneficial reuse of Biosolids
- Maintain a proactive asset management program
- Maintain a culture of improving efficiency to reduce the cost to provide the current service level or standard

PROBLEM

There are five dewatering centrifuge units that are independent stand-alone trains. The centrifuge systems are subject to wear and tear dewatering gritty biosolids. The rotating assemblies have 32-week lead times to fabricate and replace. This results in significant potential down-time risk for these critical solids treatment process trains. No spare rotating assemblies were procured as part of the project.

PROPOSED SOLUTION

Approve the purchase of one spare rotating assembly and gearbox for the Alfa Laval dewatering centrifuges at Plant No. 2. The procurement will result in a readily available spare for any of the five dewatering centrifuges at Plant No. 2.

TIMING CONCERNS

Critical Solids Dewatering equipment may potentially be unavailable for an extended period of time.

RAMIFICATIONS OF NOT TAKING ACTION

Failure to act increases the risk of reduced dewatering capacity and the inability to process solids and maintain permit compliance.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

N/A

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Orange County Sanitation District's Purchasing Ordinance. This recommendation will be funded under the Repairs and Maintenance line item for Operations and Maintenance Department (Budget Update Fiscal Year 2019-20, Page 47), and the available funding is sufficient for this action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
02/26/2020	\$435,756	\$43,576

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

N/A



Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-867

Agenda Date: 2/5/2020

Agenda Item No: 5.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

ON CALL PLANT NO. 1 & PLANT NO. 2 MEDIUM VOLTAGE CABLE TESTING SERVICES (MP-320)

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a three-year service contract with Halco Service Corp. for assessment and testing of Plant No.1 and Plant No. 2 medium voltage cables per Specification No. S-2019-1107BD, for a total amount not to exceed \$491,655; and
- B. Approve a contingency of \$73,748 (15%).

BACKGROUND

The Orange County Sanitation District (Sanitation District) maintains large electrical distribution systems at the treatment plants utilizing medium voltage cables. The Plant No.1 and Plant No. 2 electrical distribution systems utilize redundant 12,470 volt feeds from a Southern California Edison utility substation and the Central Generation facilities. The distribution systems supply power to multiple Power Buildings and Electrical Distribution Centers; some of which have diesel standby generators. This system also contains a mix of medium voltage vacuum circuit breakers, protective relays, load interrupter switches, and fuse protection. Performing condition-based assessments and testing of critical medium voltage feeder circuits will reduce the risk of unexpected cable failures, improve cable system reliability, and identify needed repairs or replacement of medium voltage feeder cables.

RELEVANT STANDARDS

- Protect Orange County Sanitation District assets
- 24/7/365 treatment plant reliability
- Maintain a proactive asset management program

PROBLEM

The Sanitation District does not possess the necessary equipment or expertise to perform comprehensive medium voltage cable testing. Medium voltage cable testing is recommended to identify cables that are at risk of failure.

PROPOSED SOLUTION

The Sanitation District recommends contracting with Halco Services Corp. as the lowest responsive and responsible bidder for on-call services to perform medium voltage feeder cable testing and assessments of Plant No.1 and Plant No. 2 medium voltage cables.

TIMING CONCERNS

Proceeding in a timely manner is desired to identify compromised or failing medium voltage feeder cables and prevent catastrophic failures to electrical distribution systems resulting in operational delays and to sustain a safe working environment during an emergency.

RAMIFICATIONS OF NOT TAKING ACTION

The inability to manage and predict cable service life could result in unpredictable forced outages. Forced outages interrupt and debilitate operational processes and increase safety risks in tunnels and vaults.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

The Sanitation District received two sealed bids on December 23, 2019. The bids were evaluated in accordance with the Sanitation District's policies and procedures. Staff recommends awarding the service contract to the lowest, responsive, and responsible bidder, Halco Service Corp.

Summary information on the bid opening is as follows:

Bidder	Amount of Bid
Halco Service Corp	\$491,655
Hampton Tedder Technical Services	\$1,235,000

A contingency of 15% is recommended due to unforeseeable delays or operational issues resulting from complex outages impacting large process areas.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This recommendation will be funded under the Repair and Maintenance line item for Operations and Maintenance Department (Budget Update Fiscal Year 2019-20, Page 47). The available funding is sufficient for this action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
02/26/2020	\$491,655	\$73,748 (15%)

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Draft Service Contract for S-2019-1107BD

RM:jg:ab

SERVICE CONTRACT
ON-CALL P1 & P2 MEDIUM VOLTAGE CABLE TESTING SERVICES (MP-320)
Specification No. S-2019-1107BD

THIS CONTRACT 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 "OCSD") and [REDACTED] with a principal place of business at [REDACTED] (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OCSD desires to temporarily retain the services of Contractor for **On-Call P1 & P2 Medium Voltage Cable Testing Services** "Services" as described in Exhibit "A"; and

WHEREAS, OCSD has chosen Contractor to conduct Services in accordance with Ordinance No. OCSD-52; and

WHEREAS, on _____, the **Board of Directors or Operations Committee** of OCSD, by minute order, authorized execution of this Contract between OCSD and Contractor; and

WHEREAS, Contractor is qualified by virtue of experience, training, and expertise to accomplish such Services,

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

1. Introduction

1.1 This Contract and all exhibits hereto (called the "Contract") is made by OCSD and the Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".

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

Exhibit "A"	Scope of Work
Exhibit "B"	Bid
Exhibit "C"	Acknowledgement of Insurance Requirements
Exhibit "D"	OCSD Safety Standards
Exhibit "E"	Human Resources Policies
Exhibit "F"	Not Used

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 of this Contract shall in all respects govern and control.

1.4 The provisions of this Contract may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.

1.5 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.

- 1.6 The term “days”, when used in the Contract, shall mean calendar days, unless otherwise noted as business days.
- 1.7 OCSD holidays (non-working days) are as follows: New Year’s Day, Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 The term “hours”, when used in this Contract, shall be as defined in Exhibit “A”.
- 1.9 Contractor shall provide OCSD with all required premiums and/or overtime work at no charge beyond the price provided under “Compensation” below.
- 1.10 Except as expressly provided otherwise, OCSD accepts no liability for any expenses, losses, or action incurred or undertaken by Contractor as a result of work performed in anticipation of purchases of said services by OCSD.
2. **Compensation** Compensation to be paid by OCSD to Contractor for the Services provided under this Contract shall be a total amount not exceed [REDACTED] Dollars (\$[REDACTED].00).
3. **California Department of Industrial Relations (DIR) Registration and Record of Wages**
 - 3.1 To the extent Contractor’s employees and/or its subcontractors who will perform Work during the design and preconstruction phases of a construction contract or perform work under a maintenance contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Contractor and its subcontractors shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
 - 3.2 The Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
 - 3.3 Pursuant to Labor Code Section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OCSD and/or general public upon request, provided the public request is made through OCSD, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations.
 - 3.4 The Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).
4. **Payments and Invoicing**
 - 4.1 OCSD shall pay, net thirty (30) days, upon receipt and approval, by OCSD’s Project Manager or designee, of itemized invoices submitted for Milestones completed in accordance with Exhibit “A”. OCSD, at its sole discretion, shall be the determining party as to whether the Milestones have been satisfactorily completed.

- 4.2 Invoices shall be emailed by Contractor to OCSD Accounts Payable at APStaff@OCSD.com and "INVOICE" with the Purchase Order Number and Specification No. S-2019-1107BD shall be referenced in the subject line.
5. **Audit Rights** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, OCSD 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.
6. **Scope of Work** Subject to the terms of this Contract, Contractor shall perform the Services identified in Exhibit "A". Contractor shall perform said Services in accordance with generally accepted industry and professional standards.
7. **Modifications to Scope of Work** Requests for modifications to the Scope of Work hereunder can be made by OCSD at any time. All modifications must be made in writing and signed by both Parties.
8. **Contract Term** The Services provided under this Contract shall be completed within three (3) years from the effective date of the Notice to Proceed.
9. **Renewals** – NOT USED.
10. **Extensions** The term of this Contract may be extended only by written instrument signed by both Parties.
11. **Performance** Time is of the essence in the performance of the provisions hereof.
12. **Termination**
- 12.1 OCSD 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 OCSD of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OCSD shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) to 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 OCSD from any further fee, cost or claim hereunder by Contractor other than for work performed to the date of termination.
- 12.2 OCSD reserves the right to terminate this Contract immediately upon OCSD's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Contract.
- 12.3 OCSD may also immediately cancel for default of this Contract 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 total amount of compensation exceeds the amount authorized under this Contract.
- 12.4 All OCSD property in the possession or control of Contractor shall be returned by Contractor to OCSD upon demand, or at the termination of this Contract, whichever occurs first.

13. **Insurance** Contractor and all subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Acknowledgement of Insurance Requirements (attached hereto and incorporated herein as Exhibit "C"). Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OCSD, 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 maintain required insurance coverage shall result in termination of this Contract.
14. **Bonds** - NOT USED
15. **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 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 OCSD, Contractor shall indemnify, protect, defend and hold harmless OCSD, 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 OCSD, and with well qualified, adequately insured, and experienced legal counsel acceptable to OCSD.
16. **OCSD Safety Standards** OCSD requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as OCSD Safety Standards while working at OCSD locations. If during the course of the Contract it is discovered that OCSD Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OCSD. Contractor and all of its employees and subcontractors, shall adhere to all applicable OCSD Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".
17. **Warranties** In addition to the warranties stated in Exhibit "A", the following shall apply:
- 17.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance by the OCSD Project Manager or designee of the work as complete.
- 17.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work as specified in Exhibit "A", OCSD informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within

the time agreed to by OCSD and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.

18. Liquidated Damages - NOT USED

19. 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 said 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 or may be eliminated from the Contract.

20. 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.

21. Familiarity with Work By executing this Contract, Contractor 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 Contract. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCSD, it shall immediately inform OCSD of this and shall not proceed, except at Contractor's risk, until written instructions are received from OCSD.

22. 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 California Water Codes Division 2.

23. 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.

24. Licenses, Permits, Ordinances and Regulations Contractor represents and warrants to OCSD that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to engage in this work. 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 the terms of this Contract will be paid by Contractor.

25. 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 harmless from any and all damages and liabilities assessed against OCSD as a result of Contractor's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.

26. Contractor's Employees Compensation

26.1 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.

- 26.2 General Prevailing Rate – OCSD 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 same are on file in the Engineering Department. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OCSD will have on file copies of the prevailing rate of per diem wages at its principal office and at each project site, which shall be made available to any interested party upon request.
- 26.3 Forfeiture For Violation – Contractor shall, as a penalty to OCSD, forfeit fifty dollars (\$50.00) 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.
- 26.4 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 or twenty (20) working days or more; or if contracts of specialty contractors not bidding for work through the general or prime Contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.
- 26.5 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 it hereunder. 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 OCSD 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 (1) calendar day and forty (40) hours in any one (1) 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.
- 26.6 Record of Wages; Inspection – Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the project and agrees to require that each of its subcontractors do the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. Penalties for non-compliance with the requirements of Section 1776 may be deducted from project payments per the requirements of Section 1776.

27. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Contractor'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 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 the SCAQMD.
28. **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.
29. **Breach** The waiver of 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 OCSD does not object shall not operate as a waiver of OCSD's rights to seek remedies available to it for any subsequent breach.
30. **Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OCSD rejects the goods or Services or revokes acceptance of the goods or Services, OCSD may (1) cancel the Contract; (2) recover whatever amount of the purchase price OCSD has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OCSD elects to "cover" as described in (3), OCSD shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or Services and the Contract price, together with any incidental or consequential damages.
31. **Dispute Resolution**
- 31.1 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.
- 31.2 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 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.
32. **Attorney's Fees** If any action at law or inequity 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 he may be entitled.

33. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
34. **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.
35. **Damage to OCSD's Property** Any of OCSD's property damaged by Contractor, any subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OCSD.
36. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OCSD.
37. **Independent Contractor** The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an OCSD 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 OCSD's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OCSD's employees.
38. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OCSD. Any such attempted delegation or assignment shall be void.
39. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OCSD and Contractor.
40. **Non-Liability of OCSD Officers and Employees** No officer or employee of OCSD shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OCSD or for any amount which may become due to Contractor or to its successor, or for breach of any obligation for the terms of this Contract.
41. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
42. **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.
43. **Entire Contract** This Contract 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.
44. **Notices** All notices under this Contract must be in writing. Written notice shall be delivered by personal service 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:

OCSD: Darius Ghazi
Senior Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

Contractor: Contact Name
Contact Title
Company Name
Street Address
City, State, Zip Code

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

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____ By: _____
Chair, Board of Directors or Operations Committee

Dated: _____ By: _____
Clerk of the Board

Dated: _____ By: _____
Purchasing and Contracts Manager

COMPANY

Dated: _____ By: _____

Print Name and Title of Officer

IRS Employer's I.D. Number



Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-868

Agenda Date: 2/5/2020

Agenda Item No: 6.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

COOPERATIVE PROCUREMENT WITH W.W. GRAINGER

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

Approve a Blanket Purchase Order with W.W. Grainger, Inc. for the purchase of maintenance tools and supplies, in accordance with Ordinance No. OCSD-52, Section 2.03(B): Cooperative Procurement; for the period beginning March 1, 2020 through February 28, 2021, with two one-year renewal options, for a total amount not to exceed \$275,000 per year.

BACKGROUND

In order to properly maintain and repair Orange County Sanitation District (Sanitation District) facilities, the Operations and Maintenance Department requires miscellaneous parts and supplies which may be one-time purchases, or purchased infrequently such that it is not appropriate to stock them in the Sanitation District's warehouse.

RELEVANT STANDARDS

- Participate in local, state, and national cooperative purchasing programs
- Maintain a culture of improving efficiency to reduce the cost to provide the current service level or standard

PROBLEM

The current Blanket Purchase Order with W.W. Grainger, Inc. (Grainger) expires February 29, 2020. Without this agreement in place, procurement of parts and supplies necessary for day-to-day repairs could be delayed and could result in higher individual procurement costs.

PROPOSED SOLUTION

Approve a Blanket Purchase Order with Grainger thereby allowing quick procurement and stable pricing of necessary small tools and equipment for day to day repairs.

TIMING CONCERNS

The current Blanket Purchase Order contract for Grainger expires on February 29, 2020. Approval of a new contract with Grainger, proposed to start on March 1, 2020, will alleviate the burden on Purchasing and Maintenance to individually procure miscellaneous parts and supplies.

RAMIFICATIONS OF NOT TAKING ACTION

Increased time to procure needed parts and supplies, and potential higher costs.

PRIOR COMMITTEE/BOARD ACTIONS

January 2019 - Approved an increase of \$35,000 to Blanket Purchase Order No. 105577-OB with W.W. Grainger, Inc. for the ratification of purchases of maintenance tools and supplies, in accordance with Ordinance No. OCSD-52, Section 2.03(B): Cooperative Procurement, for the period beginning March 1, 2018 through February 28, 2019, for a total amount not to exceed \$310,000.

February 2016 - Approve a Blanket Purchase Order with W.W. Grainger, Inc. for the purchase of maintenance tools and supplies, in accordance with Ordinance No. OCSD-47, Section 2.03(B): Cooperative Procurement; for the period beginning March 1, 2016 through February 28, 2017 with three one-year renewal option years, for a total amount not to exceed \$275,000 per year.

ADDITIONAL INFORMATION

The National Association of State Procurement Officers (NASPO, formerly WSCA-NASPO) agreements are available to all State of California governmental entities (e.g. state agencies, cities, counties, special districts, school districts, universities) that expend public funds for the acquisition of both goods and services.

The State of California purchases a wide variety of goods and services ranging from pencils to temporary labor under these agreements. Annual purchases total nearly \$10 billion. The Procurement Division is the central purchasing authority for all State departments and local government agencies. With a massive marketplace and billions of dollars in purchasing power they are able to offer a lower procurement cost to California's state, county, city, special districts, education and other government entities through their Leveraged Procurement Agreements. Leveraged Procurement Agreements allow entities/agencies to buy directly from suppliers through existing contracts and agreements. One of these that the state offers to California governmental agencies is the National Association of State Procurement Officers for Commodities, IT Goods & Services, and Telecommunication Goods and Services.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This recommendation will be funded under the Repair and Maintenance line item for Operations and

Maintenance Department (Budget Update Fiscal Year 2019-20, Page 47). The available funding is sufficient for this action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
02/26/2020	\$275,000	\$0

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

N/A

RM:dh:ab



OPERATIONS COMMITTEE

Agenda Report

File #: 2020-878

Agenda Date: 2/5/2020

Agenda Item No: 7.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

PLANT NO. 1 PURCHASE OF PROGRESSIVE CAVITY PUMP REPLACEMENT PARTS

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Sole Source Purchase Order to Cortech Engineering for the purchase of eight Seepex pump rotors and one stator for the sludge thickening and dewatering facility, for a total amount not to exceed \$216,210, plus applicable sales tax and shipping; and
- B. Approve a contingency of \$21,620 (10%).

BACKGROUND

The Orange County Sanitation District (Sanitation District) sludge thickening and dewatering facility at Plant No. 1 uses thickening centrifuges that are critical to the sludge handling process. The thickening facilities handle all sludge from the primary and secondary clarifiers before being transferred to the digesters. Removing extra water from the sludge has the effect of increasing the capacity of the digester complex.

All primary and secondary sludge is collected and mixed in a common wet well. This mixed sludge slurry is sent through one of three thickening trains. Each train has feed pumps, a centrifuge, and two thickened sludge transfer pumps and associated ancillary equipment to move the solids to the digestion complex.

RELEVANT STANDARDS

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

PROBLEM

The gritty nature of primary sludge causes significant wear to the thickened sludge transfer pumps and ancillary equipment. The thickened sludge transfer pumps are experiencing reduced pumping capacity attributed to pump rotor wear.

PROPOSED SOLUTION

Procure replacement Seepex pump rotors and stator parts to restore system capacity to the solids handling process.

TIMING CONCERNS

The thickening centrifuge pumps are critical to the treatment process. Spare rotors for these progressive cavity pumps have up to a 12 week lead time from the manufacturer. Four units are required now to restore system capacity. Additionally, warehouse spare rotors are being ordered for future rebuilds to prevent this situation from reoccurring.

RAMIFICATIONS OF NOT TAKING ACTION

Failure to procure replacement parts will result in the reduction of treatment capacity. Additional pump degradation will severely handicap the ability for the sludge thickening facility to process necessary sludge volume and could result in having to divert sludge to Plant No. 2.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

Cortech Engineering is a Board approved sole source vendor for Seepex process pumps. Seepex is the original equipment manufacturer and Cortech Engineering is the only authorized distributor within our geographical region for repair parts. A 10% contingency is requested in the event of pricing changes to due to tariffs, delays in placing the order beyond the quote validity, or other unforeseen changes.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This recommendation will be funded under the Repair and Maintenance line item for Operations and Maintenance Department (Budget Update Fiscal Year 2019-20, Page 47). The available funding is sufficient for this action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
02/26/2020	\$216,210 (Plus tax & shipping)	\$21,620

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

N/A

RM:jg:ab



OPERATIONS COMMITTEE

Agenda Report

File #: 2020-879

Agenda Date: 2/5/2020

Agenda Item No: 8.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

PLANT NO. 2 KNIFE GATE VALVE REPLACEMENT FOR TRUCKLOADING

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a Sole Source Purchase Order to CS-AMSCO for the procurement of 12 Dezurik replacement knife gate valves along with their mounting components for the Plant No. 2 Truckloading Facility, for a total amount not to exceed \$148,032 plus applicable sales tax and shipping; and
- B. Approve a contingency of \$14,803 (10%).

BACKGROUND

Approximately 200 tons per day of biosolids are generated from the wastewater treatment processes at the Orange County Sanitation District (Sanitation District) Plant No. 2 in Huntington Beach. These biosolids are loaded in trucks for reuse through two truckloading bays.

Each truckloading bay has six auger/valve sets that serve as discharge points to trucks. The knife gate valves were installed in the Solids Storage and Truckloading Facility during original construction nearly 20 years ago. These valves stop the flow of biosolids to trucks.

RELEVANT STANDARDS

- 24/7/365 treatment plant reliability
- Safe, beneficial reuse of Biosolids

PROBLEM

The knife gate valves have reached the end of their useful life and are showing signs of deterioration. The valves have limited accessibility and greatly impact the ability to load trucks with biosolids.

PROPOSED SOLUTION

Procure 12 replacement valves manufactured by Dezurik Valves as specified in the original design. This will allow replacement of the valves and previously approved augers at the same time.

TIMING

Critical solids processing equipment can potentially fail resulting in constraints to transferring biosolids to trucks or the overloading of trucks, at Plant No. 2. Additionally, the knife gate valves can be procured and replaced at same time as the truckloading augers replacement project scheduled for May 2020.

RAMIFICATIONS OF NOT TAKING ACTION

Failure to replace the knife gate valves and augers could diminish the ability to efficiently load trucks with biosolids.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

CS-AMSCO is a Board approved sole source vendor for Dezurik process valves. Dezurik is the original equipment manufacturer and the sole vendor that will meet the needs of the existing Solid Storage and Truckloading Facility at Plant No. 2.

CEQA

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

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This recommendation will be funded under the Repairs and Maintenance line item for Division 880 (Fiscal Year 2019-20 Budget, Section 6, Page 100), and the available funding is sufficient for this action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
02/05/2020	\$148,032	\$14,803.20

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

N/A



Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-876

Agenda Date: 2/5/2020

Agenda Item No: 9.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

QUARTERLY ODOR COMPLAINT REPORT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Receive and file the Fiscal Year 2019/20 Second Quarter Odor Complaint Report.

BACKGROUND

During the second quarter of FY 2019/20, the Orange County Sanitation District had the following attributable odor complaints: Plant No. 1 had no odor complaints, Plant No. 2 had no odor complaints, and the collections system had five 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 collections system

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- FY 2019/20 Second Quarter Odor Complaint Report

Orange County Sanitation District
Odor Complaint Report
Fiscal Year 2019/20 – 2nd Quarter

1. Plant No. 1 Treatment Facility Odor Complaint Summary

Plant No. 1 received no attributable odor complaints during the 2nd quarter.

2. Plant No. 2 Treatment Facility Odor Complaint Summary

Plant No. 2 received no attributable odor complaints during the 2nd quarter.

3. Collections Facilities Odor Complaint Summary

The collections system received five attributable odor complaints during the 2nd quarter. The odor complaints were received due to the pressurization and sewer ventilation of foul odors in critical points (i.e., adjacent to a pump station).

All Odor Complaints Tracking

All Public Complaints	Oct. 2019 to Dec. 2019			1 st Qtr FY 19/20	2 nd Qtr FY 19/20	3 rd Qtr FY 19/20	4 th Qtr FY 19/20	Cumulative FY 19/20
	Collections	P1	P2	Total	Total	Total	Total	Total
Attributable to OCSD	5	0	0	6	5			11
Not Attributable to OCSD	6	0	4	15	10			25
Total Public Complaints Received:	11	0	4	21	15			36



Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2019-627

Agenda Date: 2/5/2020

Agenda Item No: 10.

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

SUBJECT:

ELECTRICAL POWER DISTRIBUTION SYSTEM IMPROVEMENTS, PROJECT NO. J-98

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Professional Design Services Agreement with Brown and Caldwell to provide engineering services for the Electrical Power Distribution System Improvements, Project No. J-98, for an amount not to exceed \$2,240,000; and
- B. Approve a contingency of \$224,000 (10%).

BACKGROUND

The electrical distribution systems at Plant Nos. 1 and 2 are critical to ensure power supply to all plant facilities at all times. The electrical distribution system includes distribution centers, power buildings, and electrical rooms throughout the plants. These facilities use switchgears and automatic transfer switches to distribute utility, Central Generation, and standby generator power.

RELEVANT STANDARDS

- Comply with Government Code Section 4526: Select the "best qualified firm" and "negotiate fair and equitable fee"
- 24/7/365 treatment plant reliability

PROBLEM

The distribution systems at Plant Nos. 1 and 2 have a number of deficiencies and in some cases pose increased arc flash potential. These deficiencies include aged and obsolete equipment that are in need of replacement.

Plant No. 1 does not have an automated load shedding scheme in place. In the event of a system disturbance, such as a Southern California Edison (SCE) outage, electrical maintenance staff at Plant No. 1 are required to reconfigure the electrical system throughout the plants. If non-critical loads are not shed in time, Central Generation is unable to maintain the load and shuts down. After a shutdown, staff must manually initiate restarting of equipment in a particular sequence to avoid

overloading of standby generators. This is a time consuming and inefficient means of operating the electrical distribution system, particularly during emergency events such as an SCE outage where time is critical in preventing a spill.

Plant No. 2 is in the process of adding an automated load-shedding system to much of the plant under a separate project. Electrical Power Distribution System Improvements, Project No. J-98, will extend the load shedding system to the remainder of Plant No. 2.

PROPOSED SOLUTION

Award a Professional Design Services Agreement for Electrical Power Distribution System Improvements, Project No. J-98. This will provide the design for the replacement of aged and obsolete electrical equipment, addition of automated protective relays at Plant Nos. 1 and 2, implementation of a load-shedding scheme at Plant No. 1, and extension of the load-shedding system currently being installed under the Outfall Low Flow Pump Station, Project No. J-117B.

TIMING CONCERNS

If the project is delayed, the electrical distribution system may suffer from reduced safety, reduced reliability, increased maintenance costs, and unexpected process facility outages with increased potential for spills.

RAMIFICATIONS OF NOT TAKING ACTION

Numerous small and large projects would need to be initiated to install, replace, and upgrade the various breakers, conductors, grounding systems, and load shedding system. The Plant No. 1 electrical distribution system would remain subject to a more time-consuming restoration of power due to a loss of the utility power source (SCE).

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

Consultant Selection

The Orange County Sanitation District (Sanitation District) requested and advertised for proposals for Electrical Power Distribution System Improvements, Project No. J-98, on August 29, 2019. The following evaluation criterion were described in the Request for Proposals and used to determine the most qualified Consultant.

Criterion	Weighting
Project Understanding and Approach	35%
Related Project Experience	25%
Project Team and Staff Qualifications	40%

Five proposals were received on October 15, 2019 and evaluated in accordance with the evaluation process set forth in the Sanitation District's Purchasing Ordinance by a pre-selected Evaluation Team consisting of the following Sanitation District staff: two Senior Engineers (Project Manager and Project Engineer), one Engineering Manager, one Engineering Supervisor, and one Maintenance Superintendent. The Evaluation Team also included one non-voting representative from the Contracts Administration Division.

The Evaluation Team scored the proposals based on the established criterion as shown in the table below:

Proposer	Approach and Understanding (Max 35)	Related Project Experience (Max 25)	Team and Staff Qualifications (Max 40)	Total Score (Max 100)
Brown and Caldwell	28	22	36	86
SPEC Services	26	20	32	78
Gekko Engineering Inc.	20	12	24	56
Next Stage Engineering	16	12	20	48
IDS Group, Inc.	10	8	18	36

Based on the evaluation team review, the two highest scoring firms were invited for interviews. The interviews were conducted on November 12, 2019. Following the interviews, the evaluation committee established that the highest scoring proposal was the finalist with the highest score based on both the written proposal and the interview.

Based on the scoring shown below, Brown and Caldwell was selected as the most qualified consultant.

Proposer	Approach and Understanding (Max 35)	Related Project Experience (Max 25)	Team and Staff Qualifications (Max 40)	Total Score (Max 100)
Brown and Caldwell	27	21	33	81
SPEC Services	29	20	30	79

The selected firm's written proposal and interviews revealed a technically proficient and collaborative team, clear definition of project roles, and their level of commitment to the project. Based on the proposed team, experience, and technical understanding, it is anticipated that Brown and Caldwell will efficiently and effectively produce a biddable design package for this project.

Review of Fee Proposal and Negotiations:

Proposals were accompanied by sealed fee proposals. In accordance with the Purchasing Ordinance, the fee proposal of only the highest-ranked firm was opened after approval by the Director of Engineering of the Evaluation Committee's recommendation.

Staff conducted negotiations with Brown and Caldwell to clarify the requirements of the Scope of Work, the assumptions used for the estimated level of effort, and the proposed approach to meet the goals and objectives for the project. The review process identified approximately 30 electrical drawings and 22 instrumentation and control drawings that were able to be removed from the project. Additionally, the hours per sheet were reduced on several of the drawings based on available information and ability to consolidate items into a reduced number of sheets.

	Original Fee Proposal	Negotiated Fee
Total Hours	15,288	13,022
Total Fee	\$2,561,144	\$2,240,000

The Consultant's fringe and overhead costs, which factor into the billing rate, have been substantiated. The fringe and overhead costs were reduced, along with the total fee, based on a review of their audited overhead rates. The contract profit is 5.86%, which is based on an established formula based on the Sanitation District's standard design agreements.

Based on the above, staff has determined that the final negotiated fee is fair and reasonable for the level of effort required for this project and recommends award of the Professional Design Services Agreement to Brown and Caldwell.

Additional Engineering Resources Required:

This project will also require the professional services of Schweitzer Engineering Laboratories Engineering Services (Schweitzer) to provide final design, programming, testing, commissioning, and training for a load-shedding system and electrical power system protective relays. Schweitzer's professional services are required as the sole-source provider of the power monitoring relay and load shedding systems. On March 28, 2018, the Board authorized staff to sole source Schweitzer for the load-shedding system and electrical power system protective relays and authorized staff to negotiate sole source, professional services with Schweitzer (SEL).

The Sanitation District is currently negotiating with Schweitzer regarding the scope of work assumptions and estimated level of effort for this project. It is anticipated that the Sanitation District will submit for a Professional Services Agreement award at the March 2020 Operations Committee meeting.

CEQA

The project is exempt from CEQA under the Class 1, 2, and 3 categorical exemptions set forth in California Code of Regulations Sections 15301, 15302, and 15303. These three sections exempt from CEQA projects involving repair, replacement, and or minor alteration of existing facilities that have no expansion of use or capacity, replacement of existing utilities, and installation of small new equipment. A Notice of Exemption will be filed with the OC Clerk-Recorder after the Sanitation District's Board of Directors approval of the Professional Design Services Agreement.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted, (Budget Update FY19-20, Appendix A, Page A-8). The project budget is sufficient for the recommended action.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Draft Professional Design Services Agreement

TW:dm:gc

PROFESSIONAL DESIGN SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into to be effective the «date» day of «Month», «year» by and between the ORANGE COUNTY SANITATION DISTRICT, hereinafter referred to as "SANITATION DISTRICT", and «CONSULTANT COMPANY», for purposes of this Agreement hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the SANITATION DISTRICT desires to engage a CONSULTANT for **Electrical Power Distribution System Improvements, Project No. J-98**; and to provide Design services for «Contract/Project Description» and,

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

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

WHEREAS, at its regular meeting on «Board Meeting Date» the Board of Directors, by Minute Order, accepted the recommendation of the Operations Committee pursuant to SANITATION DISTRICT's Purchasing Ordinance to approve this Agreement between the SANITATION DISTRICT and CONSULTANT.

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

1. SCOPE OF WORK

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

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all design, drawings, specifications, and other services furnished by the CONSULTANT under this Agreement, including the work performed by its Subconsultants. Where approval by the SANITATION DISTRICT is indicated, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards and liability for damages caused by errors, omissions, noncompliance with industry standards, and/or negligence on the part of the CONSULTANT or its Subconsultants.
- B. CONSULTANT is responsible for the quality of work prepared under this Agreement and shall ensure that all work is performed to the standards of best engineering practice for clarity, uniformity, and completeness. CONSULTANT shall respond to all comments, suggestions, and recommendations on the SANITATION DISTRICT's review comment sheets (i.e. DS1, DS2 and DS3). All

comments shall be incorporated into the design prior to the next submittal deadline or addressed, in writing, as to why the comment has not been incorporated. CONSULTANT shall ensure that each submittal is 100% accurate for the level of work submitted (i.e. correct references, terms, capitalization or equal status, spelling, punctuation, etc.)

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

Electronic files shall conform to the SANITATION DISTRICT specifications. Any changes to these specifications by the CONSULTANT are subject to review and approval of the SANITATION DISTRICT.

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

- E. The CONSULTANT shall ensure that all plans and specifications prepared, or recommended under this Agreement allow for competitive bidding. The CONSULTANT shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the SANITATION DISTRICT. The CONSULTANT shall submit this written justification to the SANITATION DISTRICT prior to beginning work on such plans and specifications. Whenever the CONSULTANT recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the project.
- F. All professional services performed by the CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the CONSULTANT, pursuant to this Agreement, are for the sole use of the SANITATION DISTRICT, its agents and employees.

Neither the documents nor their contents shall be released to any third party without the prior written consent of the SANITATION DISTRICT. This provision does not apply to information that (a) was publicly known, or otherwise known to the CONSULTANT, at the time that it was disclosed to the CONSULTANT by the SANITATION DISTRICT, (b) subsequently becomes publicly known to the CONSULTANT other than through disclosure by the SANITATION DISTRICT.

2. COMPENSATION

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

A. Total Compensation

Total compensation shall be in an amount not to exceed «Grand Total Written Amount» Dollars (\$«Grand Total Amount»). Total compensation to CONSULTANT including burdened labor (salaries plus benefits), overhead, profit, direct costs, and Subconsultant(s) fees and costs shall not exceed the sum set forth in Attachment "E" - Fee Proposal.

B. Labor

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

C. Overhead

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

D. Profit

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

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

E. Subconsultants

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

For any Subconsultant whose fees for services are less than \$100,000, CONSULTANT may pay to Subconsultant total compensation on an hourly-rate basis [NOTE TO CA: If there are no Subconsultants under \$100K, delete this phrase 'per attached hourly rate schedule'.] per the attached hourly rate Schedule and as specified in the Scope of Work. The SANITATION DISTRICT shall pay to CONSULTANT the actual costs of Subconsultant fees and charges in an amount not to exceed the sum set forth in Attachment "E" - Fee Proposal.

F. Direct Costs

The SANITATION DISTRICT shall pay to CONSULTANT and Subconsultants the actual costs of permits and associated fees, travel and licenses for an amount not to exceed the sum set forth in Attachment "E" - Fee Proposal. The SANITATION DISTRICT shall also pay to CONSULTANT actual costs for equipment rentals, leases or purchases with prior approval of the SANITATION DISTRICT. Upon request, CONSULTANT shall provide to the SANITATION DISTRICT receipts and other documentary records to support CONSULTANT's request for reimbursement of these amounts, see Attachment "D" - Allowable Direct Costs. All incidental expenses shall be included in overhead pursuant to Section 2 - COMPENSATION above.

[NOTE TO CA: USE AS APPLICABLE]

G. Other Direct Costs

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

H. Reimbursable Direct Costs

The SANITATION DISTRICT will reimburse the CONSULTANT for reasonable travel and business expenses as described in this section and further described in Attachment "D" - Allowable Direct Costs to this Agreement. The reimbursement of the above-mentioned expenses will be based on an "accountable plan" as considered by Internal Revenue Service (IRS). The plan includes a combination of reimbursements based upon receipts and a "per diem" component approved by

IRS. The most recent schedule of the per diem rates utilized by the SANITATION DISTRICT can be found on the U.S. General Service Administration website at <http://www.gsa.gov/portal/category/104711#>.

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

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

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

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

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

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

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

I. Limitation of Costs

If, at any time, CONSULTANT estimates the cost of performing the services described in CONSULTANT's Proposal will exceed seventy-five percent (75%) of the not-to-exceed amount of the Agreement, including approved additional compensation, CONSULTANT shall notify the SANITATION DISTRICT immediately, and in writing. This written notice shall indicate the additional amount necessary to complete the services. Any cost incurred in excess of the approved not-to-exceed amount, without the express written consent of the SANITATION DISTRICT's authorized representative shall be at CONSULTANT's own risk. This written notice shall be provided separately from, and in addition to any notification requirements contained in the CONSULTANT's invoice and

monthly progress report. Failure to notify the SANITATION DISTRICT that the services cannot be completed within the authorized not-to-exceed amount is a material breach of this Agreement.

3. REALLOCATION OF TOTAL COMPENSATION

The SANITATION DISTRICT, by its Director of Engineering, shall have the right to approve a reallocation of the incremental amounts constituting the total compensation, provided that the total compensation is not increased.

4. PAYMENT

- A. Monthly Invoice: CONSULTANT shall include in its monthly invoice, a detailed breakdown of costs associated with the performance of any corrections or revisions of the work for that invoicing period. CONSULTANT shall allocate costs in the same manner as it would for payment requests as described in this Section of the Agreement. CONSULTANT shall warrant and certify the accuracy of these costs and understand that submitted costs are subject to Section 11 - AUDIT PROVISIONS.
- B. CONSULTANT may submit monthly or periodic statements requesting payment for those items included in Section 2 - COMPENSATION hereof in the format as required by the SANITATION DISTRICT. Such requests shall be based upon the amount and value of the work and services performed by CONSULTANT under this Agreement and shall be prepared by CONSULTANT and accompanied by such supporting data, including a detailed breakdown of all costs incurred and project element work performed during the period covered by the statement, as may be required by the SANITATION DISTRICT.

Upon approval of such payment request by the SANITATION DISTRICT, payment shall be made to CONSULTANT as soon as practicable of one hundred percent (100%) of the invoiced amount on a per-project-element basis.

If the SANITATION DISTRICT determines that the work under this Agreement or any specified project element hereunder, is incomplete and that the amount of payment is in excess of:

- i. The amount considered by the SANITATION DISTRICT's Director of Engineering to be adequate for the protection of the SANITATION DISTRICT; or
- ii. The percentage of the work accomplished for each project element.

He may, at his discretion, retain an amount equal to that which insures that the total amount paid to that date does not exceed the percentage of the completed work for each project element or the project in its entirety.

- C. CONSULTANT may submit periodic payment requests for each 30-day period of this Agreement for the profit as set forth in Section 2 - COMPENSATION above. Said profit payment request shall be proportionate to the work actually

accomplished to date on a per-project-element basis. In the event the SANITATION DISTRICT's Director of Engineering determines that no satisfactory progress has been made since the prior payment, or in the event of a delay in the work progress for any reason, the SANITATION DISTRICT shall have the right to withhold any scheduled proportionate profit payment.

- D. Upon satisfactory completion by CONSULTANT of the work called for under the terms of this Agreement, and upon acceptance of such work by the SANITATION DISTRICT, CONSULTANT will be paid the unpaid balance of any money due for such work, including any retained percentages relating to this portion of the work.
- E. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement for such work, or prior settlement upon termination of this Agreement, and as a condition precedent thereto, CONSULTANT shall execute and deliver to the SANITATION DISTRICT a release of all claims against the SANITATION DISTRICT arising under or by virtue of this Agreement other than such claims, if any, as may be specifically exempted by CONSULTANT from the operation of the release in stated amounts to be set forth therein.
- F. Pursuant to the California False Claims Act (Government Code Sections 12650-12655), any CONSULTANT that knowingly submits a false claim to the SANITATION DISTRICT for compensation under the terms of this Agreement may be held liable for treble damages and up to a ten thousand dollars (\$10,000) civil penalty for each false claim submitted. This Section shall also be binding on all Subconsultants.

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

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

- A. To the extent CONSULTANT's employees and/or Subconsultants who will perform Work during the design and preconstruction phases of a construction contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, CONSULTANT and Subconsultants shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the Work is subject to compliance monitoring and enforcement by the DIR.

- B. The CONSULTANT and Subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- C. Pursuant to Labor Code Section 1776, the CONSULTANT and Subconsultants shall furnish a copy of all certified payroll records to SANITATION DISTRICT and/or general public upon request, provided the public request is made through SANITATION DISTRICT, the Division of Apprenticeship Standards or the Division of Labor Enforcement of the Department of Industrial Relations.
- D. The CONSULTANT and Subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

6. DOCUMENT OWNERSHIP – SUBSEQUENT CHANGES TO PLANS AND SPECIFICATIONS

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

All documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Work or Professional Services, shall be the property of the SANITATION DISTRICT. The SANITATION DISTRICT's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. The SANITATION DISTRICT ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed prior to that payment. This Section shall apply whether the CONSULTANT's Professional Services are terminated: a) by the completion of the Agreement, or b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the CONSULTANT shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.
- B. CONSULTANT shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by CONSULTANT, provided that the service rendered by CONSULTANT was not a proximate cause of the damage.

7. INSURANCE

- A. General
 - i. Insurance shall be issued and underwritten by insurance companies acceptable to the SANITATION DISTRICT.
 - ii. Insurers must have an "A-" Policyholder's Rating, or better, and Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best's Guide Rating. However, the SANITATION DISTRICT will accept

State Compensation Insurance Fund, for the required policy of Worker's Compensation Insurance subject to the SANITATION DISTRICT's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, the SANITATION DISTRICT will require CONSULTANT to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONSULTANT, by the SANITATION DISTRICT or its agent.

- iii. Coverage shall be in effect prior to the commencement of any work under this Agreement.

B. General Liability

The CONSULTANT shall maintain during the life of this Agreement, including the period of warranty, Commercial General Liability Insurance written on an occurrence basis providing the following minimum limits of liability coverage: One Million Dollars (\$1,000,000) per occurrence with Two Million Dollars (\$2,000,000) aggregate. Said insurance shall include coverage for the following hazards: Premises-Operations, blanket contractual liability (for this Agreement), products liability/completed operations (including any product manufactured or assembled), broad form property damage, blanket contractual liability, independent contractors liability, personal and advertising injury, mobile equipment, owners and contractors protective liability, and cross liability and severability of interest clauses. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement(s). If requested by SANITATION DISTRICT and applicable, XCU coverage (Explosion, Collapse and Underground) and Riggers/On Hook Liability must be included in the General Liability policy and coverage must be reflected on the submitted Certificate of Insurance.

C. Umbrella Excess Liability

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

D. Automotive/Vehicle liability Insurance

The CONSULTANT shall maintain a policy of Automotive Liability Insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limits of liability coverage: Combined single limit of One Million Dollars (\$1,000,000) or alternatively, One Million Dollars (\$1,000,000) per person for bodily injury and One Million Dollars (\$1,000,000) per accident for property damage. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Drone Liability Insurance

If a drone will be used, drone liability insurance must be maintained by CONSULTANT in the amount of one million dollars (\$1,000,000) in form acceptable to the SANITATION DISTRICT.

F. Worker's Compensation Insurance

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

G. Errors and Omissions/Professional Liability

CONSULTANT shall maintain in full force and effect, throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than Three Million Dollars (\$3,000,000) with limits in accordance with the provisions of this Paragraph. If the policy of insurance is written on a "claims made" basis, said policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of five (5) years from the date of the completion of the services hereunder.

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

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

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

H. Proof of Coverage

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

- Certificate of Insurance ACORD Form 25 (5/2010) or equivalent.
- Additional Insurance (General Liability) (ISO Form) CG2010 11 85 or
The combination of (ISO Forms)
CG 2010 10 01 and CG 2037 10 01
All other Additional Insured endorsements must be submitted for approval by the SANITATION DISTRICT, and the SANITATION DISTRICT may reject alternatives that provide different or less coverage to the SANITATION DISTRICT.
- Additional Insured (Auto Liability) Submit endorsement provided by carrier for the SANITATION DISTRICT approval.
- Waiver of Subrogation State Compensation Insurance Fund Endorsement No. 2570 or equivalent.
- Cancellation Notice State Compensation Insurance Fund Endorsement No. 2065 or equivalent.

I. Cancellation Notice

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

days prior to the effective date of the change(s) if the change would reduce coverage or increase deductibles or SIR amounts or otherwise reduce or limit the scope of insurance coverage provided to the SANITATION DISTRICT.

J. Primary Insurance

All liability policies shall contain a Primary and Non Contributory Clause. Any other insurance maintained by the SANITATION DISTRICT shall be excess and not contributing with the insurance provided by CONSULTANT.

K. Separation of Insured

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

L. Non-Limiting (if applicable)

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

M. Deductibles and Self-Insured Retentions

Any deductible and/or self-insured retention must be declared to the SANITATION DISTRICT on the Certificate of Insurance. All deductibles and/or self-insured retentions require approval by the SANITATION DISTRICT. At the option of the SANITATION DISTRICT, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the SANITATION

DISTRICT; or the CONSULTANT shall provide a financial guarantee satisfactory to the SANITATION DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

N. Defense Costs

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

O. Subconsultants

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

P. Limits Are Minimums

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

8. SCOPE CHANGES

In the event of a change in the Scope of Work, requested by SANITATION DISTRICT, the parties hereto shall execute an amendment to this Agreement setting forth with particularity all terms of the new Agreement, including but not limited to any additional CONSULTANT's fees.

9. PROJECT TEAM AND SUBCONSULTANTS

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

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

10. ENGINEERING REGISTRATION

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

11. AUDIT PROVISIONS

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

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

12. LEGAL RELATIONSHIP BETWEEN PARTIES

The legal relationship between the parties hereto is that of an independent contractor and nothing herein shall be deemed to make CONSULTANT an employee of the SANITATION DISTRICT.

13. NOTICES

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

Notices shall be mailed to the SANITATION DISTRICT at:

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

Notices shall be mailed to CONSULTANT at:

«CONSULTANT COMPANY»
«Street Address»
«City, State Zip»
Attention: «CONSULTANT's Representative»

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

14. TERMINATION

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

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

Notice of termination shall be mailed to the SANITATION DISTRICT and/or CONSULTANT in accordance with Section 13 - NOTICES.

15. DOCUMENTS AND STUDY MATERIALS

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

16. COMPLIANCE

A. Labor

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

B. Air Pollution

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

17. AGREEMENT EXECUTION AUTHORIZATION

Both the SANITATION DISTRICT and CONSULTANT do covenant that each individual executing this document by and on behalf of each party is a person duly authorized to execute agreements for that party.

18. DISPUTE RESOLUTION

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

19. ATTORNEY'S FEES, COSTS AND NECESSARY DISBURSEMENTS

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

20. PROGRESS REPORTS

Monthly progress reports shall be submitted for review by the tenth day of the following month and must include as a minimum: 1) current activities, 2) future activities, 3) potential items that are not included in the Scope of Work, 4) concerns and possible delays, 5) percentage of completion, and 6) budget status.

21. WARRANTY

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

22. INDEMNIFICATION

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

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

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

(C) the independent action of a third party who is neither one of the Indemnified Parties nor the CONSULTANT, nor its principal, officer, agent, employee, nor CONSULTANT's supplier, CONSULTANT, Subconsultant, subcontractor, nor anyone employed directly or indirectly by any of them.

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

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

23. DUTY TO DEFEND

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

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

24. CONSULTANT PERFORMANCE

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

25. COMPLIANCE WITH SANITATION DISTRICT POLICIES AND PROCEDURES

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

26. CLOSEOUT

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

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

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

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

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

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

27. ENTIRE AGREEMENT

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

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

CONSULTANT: COMPANY NAME

By _____ Date _____

Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By _____ Date _____
David John Shawver
Board Chairman

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

By _____ Date _____
Ruth Zintzun
Purchasing & Contracts Manager

Attachments: Attachment "A" – Scope of Work
Attachment "B" – Labor Hour Matrix
Attachment "C" – Conflict of Interest Disclaimer
Attachment "D" – Allowable Direct Costs
Attachment "E" – Fee Proposal
Attachment "F" – Professional Design Services Agreement (PDSA)
Attachment "G" – Acknowledgement of PDSA
Attachment "H" – Professional Construction Services Agreement (PCSA)
Attachment "I" – Cost Matrix and Summary
Attachment "J" – Acknowledgement of Addenda Receipt
Attachment "K" – Minor Subconsultant Hourly Rate Schedule
Attachment "L" – OCSD Safety Standards



Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2019-859

Agenda Date: 2/5/2020

Agenda Item No: 11.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

FLEET PURCHASE OF ONE MEDIUM-DUTY SERVICE BODY TRUCK

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a Purchase Order to National Auto Fleet Group for the purchase of one New/Unused 2020 Ford Super Duty F-550 Truck with Maintainer Service Body and Short Tower Crane using Sourcwell (formerly National Joint Powers Alliance) Cooperative Contract No. 120716-NAF, for a total amount of \$158,142 plus freight; and
- B. Approve a contingency of \$7,907 (5%).

BACKGROUND

The Orange County Sanitation District (Sanitation District) maintains a fleet of vehicles necessary to meet its business needs. The fleet is comprised of 24 heavy-duty equipment trucks, 95 light-duty trucks, 31 sedans, 12 SUVs, and 10 vans, for a total of 172 vehicles.

As part of an overall fleet rightsizing and modernization strategy, the Fleet Services Division of the Sanitation District is systematically replacing the oldest vehicles of the fleet. Vehicle replacement is based on vehicle age, maintenance cost, condition, and mileage.

Replacement of older vehicles improves staff safety by ensuring vehicles are equipped with airbags, backup cameras, anti-lock brakes, and traction control.

This specific purchase supports the Fleet Services maintenance activity needs of pump station equipment, vehicles, and electric carts.

RELEVANT STANDARDS

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

PROBLEM

The Sanitation District identified an aging service truck for replacement in FY 2018-19. This vehicle has been in service for 17 years. The truck chassis and utility body are badly corroded which prevents a cost-effective refurbishment option.

PROPOSED SOLUTION

Staff recommends the replacement of one medium-duty service body truck. This vehicle will meet current safety standards, emissions requirements, reduce fuel costs, and reduce annual maintenance costs.

TIMING CONCERNS

A 5% contingency is recommended should there be a pricing change between the date of approval and date of purchase due to tariffs and uncontrolled market conditions.

RAMIFICATIONS OF NOT TAKING ACTION

The vehicle selected to be replaced is unreliable, deteriorating, and no longer economical to maintain. Additionally, the vehicle is not equipped with more modern safety features currently required for fleet vehicles.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

The Sanitation District has provisions to purchase materials, services, and equipment from cooperative agreements. These cooperative agreements tend to produce lower unit prices.

The Sanitation District is utilizing a cooperative agreement through Sourcewell (formerly National Joint Powers Alliance), Cooperative Contract No. 120716-NAF with National Auto Fleet Group, in accordance with Ordinance No. OCSD-52, Section 2.03(B), Cooperative Purchases.

This agreement was awarded using a competitive bid process like the Sanitation District's and has been vetted by Purchasing. The amount of savings under this cooperative agreement is \$5,824.86 versus non-cooperative list pricing.

These costs are inclusive of sales tax. Summary information on the quote for one New/Unused 2020 Ford Super Duty F-550 Truck with Maintainer Service Body and Short Tower Crane is as follows:

Vehicle Description and Unit Quantities	Total Amounts (Including Options, Taxes, Tire Fee)
One New/Unused 2020 Ford Super Duty F-550 truck with utility body, crane	\$158,142

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted in FY 18-19. (Line item: Section 8, Page 100).

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
02/05/2020	\$158,142	\$7,907

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

N/A



Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-888

Agenda Date: 2/5/2020

Agenda Item No: 12.

FROM: James D. Herberg, General Manager
Originator: Rob Thompson, Assistant General Manager

SUBJECT:

FLEET PURCHASE OF ONE SEDAN, SIX LIGHT-DUTY TRUCKS, AND THREE VANS

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Purchase Order to National Auto Fleet Group for the purchase of one new/unused Toyota Prius sedan, three new/unused F150 trucks, three new/unused F250 Utility Body trucks, one new/unused Transit Connect Van, and two new/unused Transit Cargo Vans using Sourcewell (formerly National Joint Powers Alliance) Cooperative Contract No. 120716-NAF, for a total amount of \$357,312 plus freight; and
- B. Approve a contingency of \$17,866 (5%).

BACKGROUND

The Orange County Sanitation District (Sanitation District) maintains a fleet of vehicles necessary to meet its business needs. The fleet is comprised of 24 heavy-duty equipment trucks, 95 light-duty trucks, 31 sedans, 12 SUVs, and 10 vans, for a total of 172 vehicles.

As part of an overall fleet rightsizing and modernization strategy, the Fleet Services Division of the Sanitation District is systematically replacing the oldest vehicles in the fleet. Vehicle replacement is based on vehicle age, maintenance cost, condition, and mileage.

Replacement of older vehicles improves staff safety by ensuring vehicles are equipped with airbags, backup cameras, anti-lock brakes, and traction control. Light-duty trucks compose the largest segment of the fleet and support equipment needs of Engineering, Operations, Collections, and Maintenance staff.

Approximately 25% of the Sanitation District's vehicles are "Green" or FLEX fuel vehicles. Replacement vehicles are evaluated for replacement as "Green" (electric, hybrid, CNG) vehicles.

RELEVANT STANDARDS

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

PROBLEM

The 2002 Ford Taurus sedan identified for replacement and nine light duty trucks with model years ranging from 2000-2008 identified for replacement have deteriorated physical conditions and decreased availability.

PROPOSED SOLUTION

Staff recommends the sedan be replaced with a Hybrid/elect sedan. Ford F-150/F-250 light-duty trucks will replace existing trucks in use by construction and maintenance staff. Ford Transit Vans will replace existing light-duty trucks used by Source Control staff. Transit Vans provide evidentiary control for samples collected by the Source Control staff and provide a secure workspace while in the field. Currently, sampling related tasks are done outside, leaving staff and samples exposed to the elements (sun, heat, rain, cold) which can negatively impact evidentiary control and sampling standards.

All proposed vehicle types will meet current safety standards, emissions requirements, reduce fuel costs, reduce annual maintenance costs, and have higher availability.

TIMING CONCERNS

A 5% contingency is recommended should there be a pricing change between the date of approval and date of purchase due to tariffs and uncontrolled market conditions.

RAMIFICATIONS OF NOT TAKING ACTION

The vehicles selected to be replaced are less reliable, deteriorating, and are no longer economical to maintain. Additionally, these vehicles are not equipped with more modern safety features currently required for fleet vehicles.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

The Sanitation District has provisions to purchase materials, services, and equipment from cooperative agreements. These cooperative agreements tend to produce lower unit prices.

The Sanitation District is utilizing a cooperative agreement through Sourcewell (formerly National Joint Powers Alliance), Cooperative Contract No. 120716-NAF with National Auto Fleet Group, in

accordance with Ordinance No. OCSD-52, Section 2.03(B), Cooperative Purchases.

This agreement was awarded using a competitive bid process like the Sanitation District's and has been vetted by Purchasing. The amount of savings under this cooperative agreement is \$67,796 versus non-cooperative contract list pricing.

Summary information on the quote for one passenger sedan, six light-duty trucks and three Transit Vans is as follows. These costs are inclusive of sales tax.

Vehicle Description & Unit Quantities	Total Amounts (Including Options, Tax, Tire Fee)	Replacement Identifier
One 2020 Toyota Prius L	\$ 26,004.50	A
Three 2020 Ford F150 XL trucks	\$ 95,372.55	B
Three 2020 Ford F250 XL utility trucks	\$132,825.78	C
One 2020 Ford Transit Connect van	\$ 28,552.82	D
Two 2020 Ford Transit T-250 medium roof vans	\$ 74,556.18	E

Summary information on the identified vehicles for replacement.

Type	Year	Make	Model	Mileage	Replacement Identifier
Sedan	2002	Ford	Taurus	67,638	A
Light Truck	2000	Ford	F-350	90,585	C
Light Truck	2003	Ford	F-150	79,164	D
Light Truck	2004	Ford	F-150	159,110	E
Light Truck	2004	Ford	F-150	122,892	B
Light Truck	2006	GMC	Canyon	62,726	B
Light Truck	2006	GMC	Canyon	67,655	B
Light Truck	2008	Ford	F-250	163,295	C
Light Truck	2008	Ford	F-250	95,682	E
Light Truck	2008	Ford	F-250	64,773	C

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted in the FY 2019-20 Budget, (Line item: Section A, Page A-18, Fleet Services, one Sedan and nine light trucks.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
02/26/2020	\$357,312	\$17,866 (5%)

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

N/A



Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-880

Agenda Date: 2/5/2020

Agenda Item No: 13.

FROM: James D. Herberg, General Manager
Originator: Lorenzo Tyner, Assistant General Manager

SUBJECT:

ORANGE COUNTY SANITATION DISTRICT RESERVES AND INVESTMENT POLICIES

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 Reserves and Investment Policies.

RELEVANT STANDARDS

- Ensure that investment proposals and decisions are based on clearly defined standards
- Orange County Sanitation District Investment Policy
- Ensure the public's money is wisely spent

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

N/A

ORANGE COUNTY SANITATION DISTRICT

COMMON ACRONYMS

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

ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

ACTIVATED SLUDGE PROCESS – A secondary biological wastewater treatment process where bacteria reproduce at a high rate with the introduction of excess air or oxygen and consume dissolved nutrients in the wastewater.

BENTHOS – The community of organisms, such as sea stars, worms, and shrimp, which live on, in, or near the seabed, also known as the benthic zone.

BIOCHEMICAL OXYGEN DEMAND (BOD) – The amount of oxygen used when organic matter undergoes decomposition by microorganisms. Testing for BOD is done to assess the amount of organic matter in water.

BIOGAS – A gas that is produced by the action of anaerobic bacteria on organic waste matter in a digester tank that can be used as a fuel.

BIOSOLIDS – Biosolids are nutrient rich organic and highly treated solid materials produced by the wastewater treatment process. This high-quality product can be recycled as a soil amendment on farmland or further processed as an earth-like product for commercial and home gardens to improve and maintain fertile soil and stimulate plant growth.

CAPITAL IMPROVEMENT PROGRAM (CIP) – Projects for repair, rehabilitation, and replacement of assets. Also includes treatment improvements, additional capacity, and projects for the support facilities.

COLIFORM BACTERIA – A group of bacteria found in the intestines of humans and other animals, but also occasionally found elsewhere, used as indicators of sewage pollution. E. coli are the most common bacteria in wastewater.

COLLECTIONS SYSTEM – In wastewater, it is the system of typically underground pipes that receive and convey sanitary wastewater or storm water.

CERTIFICATE OF PARTICIPATION (COP) – A type of financing where an investor purchases a share of the lease revenues of a program rather than the bond being secured by those revenues.

CONTAMINANTS OF POTENTIAL CONCERN (CPC) – Pharmaceuticals, hormones, and other organic wastewater contaminants.

DILUTION TO THRESHOLD (D/T) – The dilution at which the majority of people detect the odor becomes the D/T for that air sample.

GREENHOUSE GASES (GHG) – In the order of relative abundance water vapor, carbon dioxide, methane, nitrous oxide, and ozone gases that are considered the cause of global warming ("greenhouse effect").

GROUNDWATER REPLENISHMENT SYSTEM (GWRS) – A joint water reclamation project that proactively responds to Southern California's current and future water needs. This joint project between the Orange County Water District and the Orange County Sanitation District 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 Groundwater Replenishment System process and is eliminated using hydrogen peroxide with extra ultra-violet treatment.

NATIONAL BIOSOLIDS PARTNERSHIP (NBP) – An alliance of the National Association of Clean Water Agencies and Water Environment Federation, with advisory support from the US Environmental Protection Agency. 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.

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. Combined sewers carry both wastewater and urban runoff.

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.

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. The Orange County Sanitation District's service area is in the Santa Ana River Watershed.