



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

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 12, 2020 and March 18, 2020, Governor Newsom issued Executive Order N-25-20 and Executive Order N-29-20, which temporarily suspend portions of the Brown Act which addresses the conduct of public meetings.

The General Manager and the Chairman of the Board of Directors have determined that due to the size of the Orange County Sanitation District's Board of Directors (25), and the health and safety of the members, the Board of Directors will be participating in meetings of the Board telephonically and Internet accessibility.

PUBLIC PARTICIPATION

Your participation is always welcome. The Operations Committee meeting will be available to the public online at:

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

You may submit your comments and questions in writing for the Operations Committee's consideration in advance of the meeting only by sending them to OCSDClerk@ocsd.com with the subject line "PUBLIC COMMENT ITEM # (insert the item number relevant to your comment)" or "PUBLIC COMMENT NON-AGENDA ITEM". Submit your written comments by 5:00 p.m. on Tuesday, May 5, 2020. All public comments will be provided to the Operations Committee and may be read into the record or compiled as part of the record.

Thank you.

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

April 29, 2020

NOTICE OF MEETING

OPERATIONS COMMITTEE ORANGE COUNTY SANITATION DISTRICT

Wednesday, May 6, 2020 – 5:00 P.M.

ACCESSIBILITY FOR THE GENERAL PUBLIC

Due to the spread of COVID-19, the Orange County Sanitation District will be holding all upcoming Board and Committee meetings by teleconferencing and Internet accessibility. This meeting will be available to the public online at:

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

A regular meeting of the Operations Committee of the Orange County Sanitation District will be held in the manner indicated herein on
Wednesday, May 6, 2020 at 5:00 p.m.

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

OPERATIONS COMMITTEE MEETING DATE	BOARD MEETING DATE
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
02/03/21	02/24/21
03/03/21	03/24/21
04/07/21	04/28/21

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

ROLL CALL

OPERATIONS COMMITTEE Engineering and Operations & Maintenance

Meeting Date: May 6, 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 02/19/2020

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	Steve Nagel	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	Donald P. Wagner
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**Orange County Sanitation District
OPERATIONS COMMITTEE
Regular Meeting Agenda
Wednesday, May 6, 2020 - 5:00 PM
Board Room
Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433**

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:**

You may submit your comments and questions in writing for the Committee's consideration by sending them to the Clerk of the Board at OCSDClerk@ocsd.com with the subject line "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON-AGENDA ITEM". Submit your written comments by 5:00 p.m. on May 5, 2020. All public comments will be provided to the Committee and may be read into the record or compiled as part of the record.

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**[2020-967](#)****RECOMMENDATION:**

Approve Minutes of the Regular Meeting of the Operations Committee held on March 4, 2020.

Originator: Kelly Lore

Attachments: [Agenda Report](#)
[03-04-2020 Operations Committee Minutes](#)

2. QUARTERLY ODOR COMPLAINT REPORT**[2020-1023](#)****RECOMMENDATION:**

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

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[FY 2019-20 3rd Qtr Odor Complaint Report](#)

3. MAINTENANCE COATING OF EFFLUENT JUNCTION BOX PIPING [2020-1045](#)RECOMMENDATION:

- A. Approve a Purchase Order Contract with Abhe & Svoboda, Inc. for the maintenance coating of the pipes and associated support structure at the Effluent Junction Box, per specification S-2020-1146BD, for a total amount not to exceed \$135,732; and
- B. Approve a contingency of \$27,146 (20%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)

4. NEWPORT BEACH PUMP STATION PRESSURIZATION IMPROVEMENTS, PROJECT NO. 5-68 [2020-1031](#)RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Professional Design Services Agreement with Dudek to provide Engineering Services for Newport Beach Pump Station Pressurization Improvements, Project No. 5-68, for an amount not to exceed \$542,988; and
- B. Approve a contingency of \$54,299 (10%).

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[5-68 Professional Design Services Agreement](#)

5. SERVICE CONTRACT FOR PLANT NOS. 1 AND 2 CENTRAL GENERATION CARBON CHANGE-OUT, SPECIFICATION NO. S-2020-1130BD [2020-1024](#)RECOMMENDATION: Recommend to the Board of Directors to:

- A. Award a Service Contract to EnviroSupply & Service Inc. for Plant Nos. 1 and 2, Central Generation Facility Fuel Gas Cleaning System, Carbon Change-Out [replacement]; Specification No. S-2020-1130BD, for a total amount not to exceed \$240,702 for the period July 1, 2020 through June 30, 2021, with four (4) one-year renewal options; and
- B. Approve a contingency of \$24,071 (10%).

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[S-2020-1130BD FINAL CONTRACT](#)

6. GRIT AND SCREENINGS REMOVAL, SPECIFICATION NO. S-2020-1121BD [2020-991](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Service Contract to Denali Water Solutions for Grit and Screenings Removal, Specification No. S-2020-1121BD, for a total amount not to exceed \$551,482 for the period July 1, 2020 through June 30, 2021, with four one-year renewal options; and
- B. Approve a contingency of \$55,148 (10%).

Originator: Lan Wiborg

Attachments: [Agenda Report](#)
[S-2020-1121BD - Final](#)

NON-CONSENT:

7. BUSHARD DIVERSION STRUCTURE REPAIR, PROJECT NO. MP-307 [2019-628](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Bushard Diversion Structure Repair, Project No. MP-307; and
- B. Reject the bid from Mehta Mechanical Company, Inc. and direct staff to reissue the contract for bids with changes made to prolong the life of the repairs.

Originator: Kathy Millea

Attachments: [Agenda Report](#)

8. SEISMIC EVALUATION OF STRUCTURES AT PLANT NOS. 1 AND 2, PROJECT NO. PS15-06 [2020-1029](#)

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Seismic Evaluation of Structures at Plant Nos. 1 and 2, Project No. PS15-06.

Originator: Kathy Millea

Attachments: [Agenda Report](#)
[PS15-06 Geosyntec Project Report - FINAL - Volume 1](#)
[PS15-06 Geosyntec Project Report - FINAL - Volume 2](#)

INFORMATION ITEMS:**9. CAPITAL IMPROVEMENT PROGRAM PROPOSED BUDGET FOR FY2020-21 [2020-982](#)****RECOMMENDATION:**

Information Item.

Originator: Kathy Millea

Attachments: [Agenda Report](#)

10. INTERIM FOOD WASTE RECEIVING FACILITY, PROJECT NO. P2-124, AND PRICING POLICY DISCUSSION [2020-1022](#)**RECOMMENDATION:**

Information Item.

Originator: Lorenzo Tyner and Kathy Millea

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, June 3, 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 #: 2020-967

Agenda Date: 5/6/2020

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 March 4, 2020.

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.

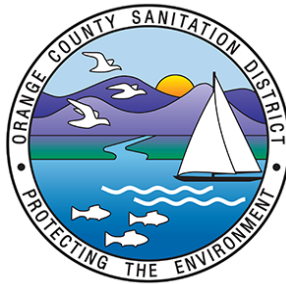
RELEVANT STANDARDS

- Resolution No. OCSD 19-19

ATTACHMENT

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

- Minutes of the Operations Committee meeting held March 4, 2020



CALL TO ORDER

A regular meeting of the Operations Committee was called to order by Committee Chair Bob Collacott on Wednesday, March 4, 2020 at 5:02 p.m. in the Administration Building. Alternate Director Rose Espinoza led the Flag Salute.

DECLARATION OF QUORUM:

A quorum was declared present, as follows:

PRESENT: Robert Collacott, Mariellen Yarc, Brad Avery, Allan Bernstein, Doug Chaffee, Brooke Jones, Lucille Kring, Sandra Massa-Lavitt, Jesus Silva, Fred Smith, David Shawver, John Withers and Rose Espinoza (Alternate)

ABSENT: Steve Jones

STAFF PRESENT: 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; Tina Knapp, Assistant Clerk of the Board; Jennifer Cabral; Ron Coss; Raul Cuellar; Don Cutler; Mike Dorman; Brian Engeln; Justin Fenton; Dean Fisher; Lisa Frigo; Al Garcia; Michelle Hetherington; Chris Johnson; Mark Kawamoto; Tom Meregillano; Jeff Mohr; Riaz Moinuddin; Adam Nazaroff; Valerie Ratto; Wally Ritchie; Roya Sohanki; Don Stokes; Eros Yong; and Ruth Zintun.

OTHERS PRESENT: Brad Hogin, General Counsel; Bob Ooten, Alternate Director (CMSD); Jason Dadakis, Orange County Water District (OCWD); Steve Huff, Carollo Engineers; and Austin Mejia (Supervisor Chaffee's office).

PUBLIC COMMENTS:

None.

REPORTS:

General Manager Jim Herberg indicated that the Directors were provided with a copy of an internal memorandum regarding the Coronavirus in their blue folders.

Director Avery arrived at 5:04 p.m., during Mr. Herberg's report.

CONSENT CALENDAR:**1. APPROVAL OF MINUTES**[2020-937](#)**Originator:** Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular Meeting of the Operations Committee held on February 5, 2020.

AYES: Robert Collacott, Allan Bernstein, Brooke Jones, Lucille Kring, Jesus Silva, Fred Smith, David Shawver and John Withers**NOES:** None**ABSENT:** Mariellen Yarc, Doug Chaffee, Steve Jones and Sandra Massa-Lavitt**ABSTENTIONS:** Brad Avery and Rose Espinoza (Alternate)**2. HEADWORKS EXPLOSIVE GAS MONITORING SYSTEMS AT PLANT NOS. 1 AND 2, PROJECT NO. FE18-11**[2019-632](#)**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 Headworks Explosive Gas Monitoring Systems at Plant Nos. 1 and 2, Project No. FE18-11;
- B. Ratify withdrawal of low bid from RP Controls at its request due to an inadvertent bid error and omission made by RP Controls and its equipment supplier regarding the contract design requirements and return of its bid security as allowed under Public Contract Code §5100 et seq.;
- C. Award Construction Contract to Baker Electric, Inc. for Headworks Explosive Gas Monitoring Systems at Plant Nos. 1 and 2, Project No. FE18-11, for a total amount not to exceed \$223,984; and
- D. Approve a contingency of \$22,398 (10%).

AYES: Robert Collacott, Brad Avery, Allan Bernstein, Brooke Jones, Lucille Kring, Jesus Silva, Fred Smith, David Shawver, John Withers and Rose Espinoza (Alternate)**NOES:** None**ABSENT:** Mariellen Yarc, Doug Chaffee, Steve Jones and Sandra Massa-Lavitt**ABSTENTIONS:** None

3. **ELECTRICAL POWER DISTRIBUTION SYSTEM IMPROVEMENTS, PROJECT NO. J-98** [2019-789](#)

Originator: Kathy Millea

Chair Collacott indicated there was a correction to accurately reflect the name of the consultant to which this agreement was recommended for award from Schweitzer Engineering Laboratories Engineering Services (Schweitzer) to SEL Engineering Services, Inc. Corrected recommendation is below.

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

A. Approve a Professional Services Agreement with SEL Engineering Services, Inc. to provide final design, programming, testing, commissioning, and training for a load-shedding system and electrical power protective relay system for Electrical Power Distribution System Improvements, Project No. J-98, for a total amount not to exceed \$1,296,878; and

B. Approve a contingency of \$129,687 (10%).

~~A. Approve a Professional Services Agreement with Schweitzer Engineering Laboratories Engineering Services (Schweitzer) to provide final design, programming, testing, commissioning, and training for a load-shedding system and electrical power protective relay system for Electrical Power Distribution System Improvements, Project No. J-98, for a total amount not to exceed \$1,296,878; and~~

~~B. Approve a contingency of \$129,687 (10%).~~

AYES: Robert Collacott, Brad Avery, Allan Bernstein, Brooke Jones, Lucille Kring, Jesus Silva, Fred Smith, David Shawver, John Withers and Rose Espinoza (Alternate)

NOES: None

ABSENT: Mariellen Yarc, Doug Chaffee, Steve Jones and Sandra Massa-Lavitt

ABSTENTIONS: None

4. **REDHILL RELIEF SEWER RELOCATION AT STATE ROUTE 55, PROJECT NO. FE18-13** [2020-910](#)

Originator: Kathy Millea

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

Approve Utility Agreement No. OCSD-1005 between the Orange County Sanitation District and the Orange County Transportation Authority agreeing to specific terms, conditions, and funding obligations regarding the relocation and protection of the Redhill Relief Sewer at State Route 55 in the City of Santa Ana.

AYES: Robert Collacott, Brad Avery, Allan Bernstein, Brooke Jones, Lucille Kring, Jesus Silva, Fred Smith, David Shawver, John Withers and Rose Espinoza (Alternate)

NOES: None

ABSENT: Mariellen Yarc, Doug Chaffee, Steve Jones and Sandra Massa-Lavitt

ABSTENTIONS: None

NON-CONSENT:

5. OCEAN OUTFALL CONDITION ASSESSMENT AND SCOPING STUDY, PROJECT NO. PS18-09

[2019-629](#)

Originator: Kathy Millea

Director Chaffee arrived at 5:06 p.m., Director Massa-Lavitt arrived at 5:08 p.m., and Committee Vice-Chair Yarc arrived at 5:09 p.m.; all arrived during the presentation on Item No. 5.

Director of Engineering Kathy Millea introduced Valerie Ratto, Project Manager, who presented a PowerPoint that reviewed: what the Ocean Outfall is, extreme flow events, outfall design and construction, diffuser ports, end structure, hardware, project elements, selection process, negotiations, and project fee breakdown.

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

A. Approve a Professional Services Agreement with Carollo Engineers, Inc. to provide engineering services for the Ocean Outfall Condition Assessment and Scoping Study, Project No. PS18-09, for an amount not to exceed \$2,744,000; and

B. Approve a contingency of \$274,400 (10%).

AYES: Robert Collacott, Mariellen Yarc, Brad Avery, Allan Bernstein, Doug Chaffee, Brooke Jones, Lucille Kring, Sandra Massa-Lavitt, Jesus Silva, Fred Smith, David Shawver, John Withers and Rose Espinoza (Alternate)

NOES: None

ABSENT: Steve Jones

ABSTENTIONS: None

6. ORANGE COUNTY SANITATION DISTRICT ASSET MANAGEMENT PROGRAM [2020-871](#)

Originator: Kathy Millea

Ms. Millea introduced Eros Yong, Engineering Manager, who provided a PowerPoint presentation that reviewed why asset management is important, the asset life cycle, OCSD assets, a typical asset management program, OCSD's asset management program, and the 20-year plan for all assets.

ITEM WAS ACCEPTED AS:

Receive and file the Orange County Sanitation District Asset Management Program report.

INFORMATION ITEMS:

7. ORANGE COUNTY SANITATION DISTRICT - ENVIRONMENTAL SERVICES [2020-927](#)

Originator: Lan Wiborg

Director of Environmental Services Lan Wiborg introduced OCSD Environmental Services Department staff in attendance at the meeting and Jason Dadakis, OCWD. Ms. Wiborg presented a PowerPoint that reviewed what per- and poly-fluoroalkyl substances (PFAS) are, PFAS in everyday life and why they are contaminants of emerging concern, potential human health effects of PFAS, reducing exposure, USEPA's PFAS action plan, State action regarding drinking water and AB 756, upcoming State actions, potential impacts to OCSD, OCSD current and future actions, and key messages.

Mr. Dadakis provided a brief verbal report as to impacts to OCWD and efforts being made.

Board Chair Shawver commented that a meeting dedicated to PFAS might be warranted at some point in the future.

WITHOUT OBJECTION ITEM RECEIVED AS 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 6:36 p.m. to the meeting to be held on Wednesday, April 1, 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 #: 2020-1023

Agenda Date: 5/6/2020

Agenda Item No: 2.

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 Third Quarter Odor Complaint Report.

BACKGROUND

During the third quarter of FY 2019/20, the Orange County Sanitation District had the following attributable odor complaints: Plant No. 1 had three odor complaints, Plant No. 2 had five odor complaints, and the collections system had one odor complaint. 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 Third Quarter Odor Complaint Report

Orange County Sanitation District
Odor Complaint Report
Fiscal Year 2019/20 – 3rd Quarter

1. Plant No. 1 Treatment Facility Odor Complaint Summary

Plant No. 1 received three attributable odor complaints during the 3rd quarter. The odor complaints were caused by the trickling filters, truckloading, and primary scrubber odor control processes. The chemical settings were adjusted to improve odor removal.

Plant No. 2 Treatment Facility Odor Complaint Summary

Plant No. 2 received five attributable odor complaints during the 3rd quarter. The odor complaints were caused by the trickling filters, contact basins/mix liquor channel, and truckloading odor control processes. The chemical settings were adjusted to improve odor removal.

2. Collections Facilities Odor Complaint Summary

The collection system received one attributable odor complaint during the 3rd quarter. The odor complaint was received due to the pressurization and sewer ventilation of foul odors. The odor was caused by sewer ventilation during maintenance activities. The manhole was sealed to reduce sewer odor and prevent any further complaints.

All Odor Complaints Tracking

All Public Complaints	Jan. 2020 to Mar. 2020			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	1	3	5	6	5	9		20
Not Attributable to OCSD	5	2	2	15	10	9		34
Total Public Complaints Received:	6	5	7	21	15	18		54



OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1045

Agenda Date: 5/6/2020

Agenda Item No: 3.

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

SUBJECT:

MAINTENANCE COATING OF EFFLUENT JUNCTION BOX PIPING

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a Purchase Order Contract with Abhe & Svoboda, Inc. for the maintenance coating of the pipes and associated support structure at the Effluent Junction Box, per specification S-2020-1146BD, for a total amount not to exceed \$135,732; and
- B. Approve a contingency of \$27,146 (20%).

BACKGROUND

The Effluent Junction Box (EJB), located just outside Plant No. 1, is a critical structure through which the effluent from Plant No. 1 and brine from the Groundwater Replenishment System (GWRS) are routed to Plant No. 2 for ocean discharge. The EJB was constructed in 1989 and includes underground vaults through which steel effluent pipelines enter and exit the structure.

RELEVANT STANDARDS

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

PROBLEM

The external coating on the steel piping and its associated support structures in the EJB pipe vaults has deteriorated and a maintenance coating of these elements is required to prevent deterioration of the pipeline integrity.

PROPOSED SOLUTION

Perform repair coatings on the 66-inch north and south pipes, 84-inch north and south pipes, two 108-inch west pipes, associated actuators and stems, and associated support brackets and surfaces in and above the underground vaults.

TIMING CONCERNS

Due to the deterioration of the pipeline protective coatings, the EJB piping and its support structures in the underground vaults are subject to corrosion due to adverse environmental conditions and incidental water intrusion into the vaults.

RAMIFICATIONS OF NOT TAKING ACTION

Failure or a significant delay to repair the coatings for the pipes and their associated support structures in the vaults will eventually jeopardize the structural integrity of the critical piping. The EJB and its associated piping constitute the only permitted and reliable path to convey Plant No. 1 effluent and GWRS brine for ocean discharge. Loss or damage of this system has the potential to impact the Orange County Sanitation District's (Sanitation District) mission to protect the public health and environment.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

Of the prospective bidders, three responded with formal bids. Below are the names of the responsive bidders and their corresponding bids. The lowest responsive and responsible bidder is Abhe & Svoboda, Inc.

Bidder	Amount of Bid
Abhe & Svoboda, Inc.	\$135,732
Cor-Ray Painting Co.	\$151,600
Shimmick Construction	\$183,423

A contingency of 20% is requested for unforeseen labor and materials costs should additional repair elements be discovered during the surface preparation process.

CEQA

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

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This recommendation will be funded under the Repair and Maintenance line item for the 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>
05/06/2020	\$135,732	\$27,146 (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

RM/sb/ab



Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1031

Agenda Date: 5/6/2020

Agenda Item No: 4.

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

SUBJECT:

NEWPORT BEACH PUMP STATION PRESSURIZATION IMPROVEMENTS, PROJECT NO. 5-68

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Professional Design Services Agreement with Dudek to provide Engineering Services for Newport Beach Pump Station Pressurization Improvements, Project No. 5-68, for an amount not to exceed \$542,988; and
- B. Approve a contingency of \$54,299 (10%).

BACKGROUND

The Orange County Sanitation District (Sanitation District) operates seven pump stations in the City of Newport Beach which, together with the sewer trunk lines and force mains, convey flows to Plant No. 2. Air with significant concentrations of odorous, corrosive, and potentially hazardous gasses is also transported in the trunk lines. These pump stations were designed 15-50 years ago by different design consultants.

RELEVANT STANDARDS

- 12 or fewer odor complaints per year under normal operating conditions in the collections system
- Operate and maintain facilities to minimize impacts on surrounding communities, including odor, noise, and lighting
- Comply with Government Code Section 4526: Select the “best qualified firm” and “negotiate”

PROBLEM

The pump stations have inadequate venting, which can lead to the escape of odor and hazardous gasses. At the Lido Pump Station, the gasses contributed to equipment failure that led to a sewage spill. As an interim measure, staff has sealed all suspected leakage points, including bathroom facilities, but there is a continuing risk of gas leakage and hazardous gas buildup. In addition, more staff time is needed to monitor and address the buildup of hazardous gasses.

PROPOSED SOLUTION

Implement Newport Beach Pump Station Pressurization Improvements, Project No. 5-68, which will install a passive venting system at each pump station to relieve the buildup of pressure. The odorous air will be treated by adsorption media prior to being released into the atmosphere. Additionally, provisions will be added at the 15th Street Pump Station for a vendor-operated and maintained chemical feed system to mitigate the downstream generation of hydrogen sulfide in the Balboa Trunk Sewer.

TIMING CONCERNS

If the project is delayed, the collections system and pump stations will continue to see pressure buildup issues. This may cause the uncontrolled release of corrosive and hazardous gasses in the pump stations and odor complaints from the surrounding areas.

RAMIFICATIONS OF NOT TAKING ACTION

The collections system and pump stations will continue to see pressure buildup issues. This may cause the uncontrolled release of corrosive and hazardous gasses in the pump stations and odor complaints from the surrounding areas.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATIONConsultant Selection

The Sanitation District requested and advertised for proposals for Newport Beach Pump Station Pressurization Improvements, Project No. 5-68, on January 14, 2020. The following evaluation criterion were described in the Request for Proposals and used to determine the most qualified Consultant.

Criterion	Weight
Project Understanding and Approach	50%
Related Project Experience	20%
Project Team and Staff Qualifications	30%

Two proposals were received on February 18, 2020 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: Senior Engineer (Project Manager), Principal Environmental Specialist (Collections Staff), Engineering Supervisor, and Engineering Supervisor (Non-voting member).

The Evaluation Team also included one non-voting representative from the Contracts Administration Division.

The Evaluation Team scored the proposals based on the established criteria as summarized in the table below.

	Firm	Approach (max 50)	Related Exper. (max 20)	Team (max 30)	Total Score (max 100)
1	Dudek	43	17	26	86
2	Hazen Sawyer	35	15	22	72

Based on the scoring shown above, Dudek was selected as the most qualified Consultant.

The selected firm presented a clear understanding of the project's risks and associated approaches to address them in a simple manner. In addition, all their key staff are local, allowing for prompt and cost-effective coordination. Members of the proposed team are familiar with these pump stations and are experienced in odor control. The proposed team's experience, qualifications, and staff utilization best matched the Sanitation District's needs for this project.

Review of Fee Proposal and Negotiations

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

Multiple meetings were held with Dudek to review, in detail, each project element, the assumptions regarding the project elements, the requirements of each task in the scope, and the basis for estimating the associated level of effort. Dudek had proposed a higher level of effort for several project elements. After meeting with the project stakeholders, staff, along with Dudek, determined several of the original project elements were not needed such as utility investigation effort, permitting assistance, equipment, instrumentation, and controls. Based on this review, assumptions were agreed upon, the Scope of Work was clarified, and the estimated level of effort substantially reduced.

	Total Hours	Total Fee
Original Fee Proposal	7,040	\$1,557,626
Negotiated Fee Proposal	2,801	\$542,988

The Consultant's fringe and overhead costs, which factor into the billing rate, have been substantiated. The contract profit is 9.91%, which is based on an established formula included in 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 Dudek.

CEQA

This project is included in the Facilities Master Plan CEQA Program Environmental Impact Report, which will be completed and presented to the Board of Directors in September for certification.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted. (Budget Update FY2019-20, Appendix A, Page A-7) and 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:

- Professional Design Services Agreement

TL:dm

PROFESSIONAL DESIGN SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into to be effective the 27th day of May, 2020 by and between the ORANGE COUNTY SANITATION DISTRICT, hereinafter referred to as "SANITATION DISTRICT", and DUDEK, for purposes of this Agreement hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the SANITATION DISTRICT desires to engage a CONSULTANT for **Newport Beach Pump Station Pressurization Improvements, Project No. 5-68**; and to provide design services to address the ventilation issues that cause odorants to migrate to unwanted areas at the pump stations in the City of Newport Beach 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 May 27, 2020 the Board of Directors, by Minute Order, accepted the recommendation of the Operations Committee pursuant to the 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 one hundred percent (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 CONSULTANT 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 (1) 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 (2) 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 Five Hundred Forty-Two Thousand Nine Hundred Eighty-Eight Dollars (\$542,988). 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 ten (10%). Between \$250,000 and \$2,500,000, the maximum profit shall be limited by a straight declining percentage between ten percent (10%) and five percent (5%). For consulting or subconsulting services fees with a value greater than \$2,500,000, the maximum profit shall be five percent (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 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, refer to Attachment "D" - Allowable Direct Costs. All incidental expenses shall be included in overhead pursuant to Section 2 - COMPENSATION above.

G. Other Direct Costs

Other Direct Costs incurred by CONSULTANT and its Contractor due to modifications in scope of work resulting from field investigations and field work required by the Scope of Work. 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 the U.S. Internal Revenue Service (IRS). The plan includes a combination of reimbursements based upon receipts and a "per diem" component approved by the IRS. The most recent schedule of the per diem rates utilized by the SANITATION DISTRICT can be found on the U.S. General Services Administration (GSA) 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 of 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 the 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 or she may, at his or her discretion, retain an amount equal to that which ensures that the total amount paid to that date does not exceed the percentage of the completed work for each 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 Standards 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. Workers' Compensation Insurance

The CONSULTANT shall provide such Workers' Compensation Insurance as required by the Labor Code of the State of California in the amount of the statutory limit, including Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation in favor of 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 Two Million Dollars (\$2,000,000) 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 (ISO Form) CG2010 11 85 or
 (General Liability) 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 Submit endorsement provided by carrier for the
 (Auto Liability) 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 fifteen (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
Attention: Larry Roberson, Senior Contracts Administrator
Copy: Tom Lam, Project Manager

Notices shall be mailed to CONSULTANT at:

Dudek
605 Third Street
Encinitas, CA 92024
Attention: Bob Ohlund
Copy: Russ Bergholz

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 SANITATION 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: DUDEK

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 and Contracts Manager

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

LDR



OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1024

Agenda Date: 5/6/2020

Agenda Item No: 5.

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

SUBJECT:

SERVICE CONTRACT FOR PLANT NOS. 1 AND 2 CENTRAL GENERATION CARBON CHANGE-OUT, SPECIFICATION NO. S-2020-1130BD

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Award a Service Contract to EnviroSupply & Service Inc. for Plant Nos. 1 and 2, Central Generation Facility Fuel Gas Cleaning System, Carbon Change-Out [replacement]; Specification No. S-2020-1130BD, for a total amount not to exceed \$240,702 for the period July 1, 2020 through June 30, 2021, with four (4) one-year renewal options; and
- B. Approve a contingency of \$24,071 (10%).

BACKGROUND

The Plant Nos. 1 and 2 Central Generation facilities are equipped with activated carbon vessels/filter beds for cleaning digester gas prior to combustion in the engines. The activated carbon beds work in series to protect the air emissions control catalysts that were installed to meet South Coast Air Quality Management District (SCAQMD) permit requirements.

RELEVANT STANDARDS

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

PROBLEM

The digester gas cleaning system must run continuously in order to protect the Central Generation engines and exhaust catalysts from hydrogen sulfide and siloxanes. Both hydrogen sulfide and siloxanes are present in digester gas and will poison the exhaust catalysts. The activated carbon beds have a limited capacity to adsorb these contaminants. When the carbon adsorption material is fully consumed, it must be replaced.

PROPOSED SOLUTION

Enter into a service contract with a vendor to replace the activated carbon material used to clean digester gas at Plant Nos. 1 and 2.

TIMING CONCERNS

The current contract for activated carbon replacement expires on June 30, 2020.

RAMIFICATIONS OF NOT TAKING ACTION

Siloxane and hydrogen sulfide break-through will take place if activated carbon replacement does not occur. The Central Generation plants will be shut down due to air quality permit requirements when break-through occurs.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

Staff developed a scope of work and invited vendors to submit bids. Two bids were received as listed below.

Bid Results

<u>Company</u>	<u>Bid Amount (include tax)</u>	<u>Comments</u>
EnviroSupply & Service Inc.	\$240,702	Bid Award - Responsive
Carbon Activated Corp.	\$252,791	Responsive

Staff has identified EnviroSupply & Service Inc. as the lowest responsive and responsible bidder.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Orange County Sanitation District's Purchasing Ordinance. This item has been budgeted in Divisions 830 and 840, line item 65 Operating Budget 830.52050 and 840.52050.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
05/27/2020	\$240,702	\$24,071

ATTACHMENT

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

- Service Contract

SERVICE CONTRACT
Provision, Installation and Disposal of Activated Carbon for the
Plants 1 & 2 Central Generation Facility Fuel Gas Cleaning System
Specification No. S-2020-1130BD

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 EnviroSupply & Service, Inc. with a principal place of business at 1791 Kaiser Avenue, Irvine, CA 92614 (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OCSD desires to temporarily retain the services of Contractor for provision, installation and disposal of activated carbon for the plants 1 and 2 central generation facility fuel gas cleaning system "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 May 27, 2020, the Board of Directors 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 and
Safety SOP-304 Mobile Equipment Policy
Exhibit "E" Human Resources Policies

1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions 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 to exceed Two Hundred Forty Thousand Seven Hundred Two Dollars (\$240,702.00).
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 Services completed in accordance with Exhibit “A”. OCSD, at its sole discretion, shall be the determining party as to whether the Services 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 S-2020-1130BD 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 Agreement shall be for the period of one (1) year commencing on July 1, 2020 and continuing through June 30, 2021.
9. **Renewals**
- 9.1 OCSD may exercise the option to renew this Contract for up to four (4) one-year periods based upon the criteria set forth in Exhibit "A", under the terms and conditions contained herein. OCSD shall make no obligation to renew nor give reason if it elects not to renew.
- 9.2 This Contract may be renewed by OCSD Purchase Order.
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. **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.
15. **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 and Safety SOP-304, Mobile Equipment Policy, 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".
16. **Warranties** In addition to the warranties stated in Exhibit "A", the following shall apply:
- 16.1 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.
- 16.2 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.

17. **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.
18. **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.
19. **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.
20. **Regulatory Requirements** Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and California Water Codes Division 2.
21. **Environmental Compliance** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
22. **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.
23. **Applicable Laws and Regulations** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold 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.
24. **Contractor's Employees Compensation**
- 24.1 **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.

- 24.2 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.
- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 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.

25. **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.
26. **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.
27. **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.
28. **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.
29. **Dispute Resolution**
- 29.1 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.
- 29.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to 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.

30. **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.
31. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
32. **Severability** If any section, subsection, or provision of this Contract, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
33. **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.
34. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OCSD.
35. **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.
36. **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.
37. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OCSD and Contractor.
38. **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.
39. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
40. **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.
41. **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.

42. 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: Joseph Hunter, Account Manager
EnviroSupply & Service, Inc.
1791 Kaiser Avenue
Irvine, CA 92614

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: _____
David John Shawver
Chair, Board of Directors

Dated: _____ By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____ By: _____
Ruth Zintzun
Purchasing & Contracts Manager

ENVIROSUPPLY & SERVICE, INC.

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 #: 2020-991

Agenda Date: 5/6/2020

Agenda Item No: 6.

FROM: James D. Herberg, General Manager
Originator: Lan C. Wiborg, Director of Environmental Services

SUBJECT:

GRIT AND SCREENINGS REMOVAL, SPECIFICATION NO. S-2020-1121BD

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Service Contract to Denali Water Solutions for Grit and Screenings Removal, Specification No. S-2020-1121BD, for a total amount not to exceed \$551,482 for the period July 1, 2020 through June 30, 2021, with four one-year renewal options; and
- B. Approve a contingency of \$55,148 (10%).

BACKGROUND

This service provides bins for the collection of grit and screenings materials, the subsequent removal of the full bins, related services such as moving bins on Sundays, and taking drying bed material and disposing the materials at the Orange County Waste and Recycling's (OCWR's) Frank Bowerman Landfill in Irvine. Grit and screenings materials are continually collected as part of the preliminary treatment process at both Orange County Sanitation District (Sanitation District) Plant Nos. 1 & 2. Drying bed material is similar to materials removed from sewer lines and plant processes, mixed with sawdust. The Sanitation District pays OCWR separately for the disposal fees.

Effective July 2019, Sanitation District Compliance staff are now administering this contract because of new CalRecycle online reporting requirements and necessary internal documentation required as a result. However, the budget line item is still maintained by Operations & Maintenance (O&M), similar to the biosolids budget line item in which Compliance does contract management for O&M's budget.

RELEVANT STANDARDS

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

PROBLEM

The current contract for grit and screenings removal expires on June 30, 2020.

PROPOSED SOLUTION

Approve a new service contract for grit and screenings removal based on a competitive selection process.

TIMING CONCERNS

A new contract must be in place prior to the expiration of the existing contract ending on June 30, 2020.

RAMIFICATIONS OF NOT TAKING ACTION

The Sanitation District will be unable to dispose of grit and screenings which are removed continuously from incoming wastewater.

PRIOR COMMITTEE/BOARD ACTIONS

May 2015 - Board approved a Service Contract to Denali Water Solutions for Grit and Screenings Removal, Specification No. S-2015-668BD, for a total amount not to exceed \$387,905 for the period June 22, 2015 through July 31, 2016, with four one-year renewal options; and approved a contingency of \$38,790 (10%).

ADDITIONAL INFORMATION

The Sanitation District conducted a bid process based on the specifications developed by Compliance staff. Bids closed on March 3, 2020. This contract was competitively bid with three (3) prospective bidders and one (1) bid package being received by the Sanitation District. The bid was evaluated to ensure that it was responsive and responsible. The incumbent company was the only one to submit a bid. Denali Water Solutions has performed adequately over the previous contract period. No price increases were requested during the last contract period of five years, so the total not to exceed of this contract is about \$170,000 higher. However, this cost also includes several alternative contingency costs, such as alternative landfills, that the Sanitation District does not anticipate needing to use.

Staff recommends Denali Water Solutions be awarded the contract as the lowest responsive and responsible bidder.

Bidder

Denali Water Solutions

Total Cost

\$551,482

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted in Division 830 and 840, Object 53020, line 79.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
05/27/2020	\$551,482	\$55,148 (10%)

ATTACHMENT

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

- Service Contract

**SERVICE CONTRACT
Grit & Screenings Removal
Specification No. S-2020-1121BD**

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 92708-7018 (hereinafter referred to as "OCSD") and Denali Water Solutions with a principal place of business at 3031 Franklin Avenue, Riverside, CA 92507 (hereinafter referred to as "Service Provider") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OCSD desires to temporarily retain the services of Service Provider for Grit & Screenings Removal "Services" as described in Exhibit "A"; and

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

WHEREAS, on May 27, 2020, the Board of Directors of OCSD, by minute order, authorized execution of this Contract between OCSD and Service Provider; and

WHEREAS, Service Provider is qualified by virtue of experience, training, and education 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 Service Provider. 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
- 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 Service Provider 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 Service Provider as a result of work performed in anticipation of purchases of said services by OCSD.
2. **Compensation** Compensation to be paid by OCSD to Service Provider for the Services provided under this Contract shall be a total amount not to exceed Five Hundred Fifty-one Thousand Four Hundred Eighty-two Dollars (\$551,482.00).
3. **California Department of Industrial Relations (DIR) Registration and Record of Wages**
 - 3.1 To the extent Service Provider'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, Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 monthly for Services rendered in accordance with Exhibit "A". OCSD, at its sole discretion, shall be the determining party as to whether the Services have been satisfactorily completed.
 - 4.2 Invoices shall be emailed by the Service Provider to OCSD Accounts Payable at APStaff@OCSD.com and "INVOICE" with the Purchase Order Number and S-2020-1121BD, shall be referenced in the subject line.

5. **Audit Rights** Service Provider 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 Service Provider relating to the invoices submitted by Service Provider pursuant to this Contract.
6. **Scope of Work** Subject to the terms of this Contract, Service Provider shall perform the Services identified in Exhibit "A". Service Provider 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 Agreement shall be for the period of one (1) year commencing on July 1, 2020 and continuing through June 30, 2021.
9. **Renewals**
- 9.1 OCSD may exercise the option to renew this Contract for up to four (4) one-year periods based upon the criteria set forth in Exhibit "A", under the terms and conditions contained herein. OCSD shall make no obligation to renew nor give reason if it elects not to renew.
- 9.2 This Contract may be renewed by OCSD Purchase Order.
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, Service Provider shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OCSD shall thereafter, within thirty (30) days, pay Service Provider for work performed (cost and fee) to the date of termination. Service Provider 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 Service Provider 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 Service Provider 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 Service Provider:
- if Service Provider becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Service Provider sells its business; or
 - if Service Provider 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 Service Provider shall be returned by Service Provider to OCSD upon demand, or at the termination of this Contract, whichever occurs first.
13. **Insurance** Service Provider 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 "D"). Service Provider shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OCSD, nor shall Service Provider 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. **Indemnification and Hold Harmless Provision** Service Provider 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 Service Provider's services under this Contract, or by its subcontractor(s) or by anyone directly or indirectly employed by Service Provider, 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, Service Provider 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 Service Provider'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 Service Provider or anyone employed by or working under Service Provider. To the maximum extent permitted by law, Service Provider'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. Service Provider agrees to provide this defense immediately upon written notice from OCSD, and with well qualified, adequately insured, and experienced legal counsel acceptable to OCSD.
15. **OCSD Safety Standards** OCSD requires Service Provider 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 Service Provider is required to follow the most stringent regulatory requirement at no additional cost to OCSD. Service Provider 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".
16. **Warranties** In addition to the warranties stated in Exhibit "A", the following shall apply:
- 16.1 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.

- 16.2 Service Provider's Warranty (Guarantee): If within a one (1) year period of completion of all work as specified in Exhibit "A", OCSD informs Service Provider that any portion of the Services provided fails to meet the standards required under this Contract, Service Provider shall, within the time agreed to by OCSD and Service Provider, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Service Provider's sole expense.
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- 24.1 **Davis-Bacon Act** - Service Provider 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.

- 24.2 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 Service Provider 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.
- 24.3 Forfeiture For Violation - Service Provider 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 Service Provider 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.
- 24.4 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 Service Provider 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 Service Provider are two thousand dollars (\$2,000.00) or more or five (5) working days or more.
- 24.5 Workday – In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Service Provider shall not require more than eight (8) hours of labor in a day from any person employed by it hereunder. Service Provider 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 Service Provider 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. Service Provider shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Service Provider in connection with the project.
- 24.6 Record of Wages; Inspection Service Provider 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 Service Provider or subcontractor or its agent having authority over such matters. Service Provider 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.

25. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Service Provider'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.
26. **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.
27. **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 Service Provider 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.
28. **Remedies** In addition to other remedies available in law or equity, if the Service Provider 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 Service Provider. In the event OCSD elects to "cover" as described in (3), OCSD shall be entitled to recover from Service Provider as damages the difference between the cost of the substitute goods or Services and the Contract price, together with any incidental or consequential damages.
29. **Dispute Resolution**
- 29.1 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.
- 29.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to 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.

30. **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.
31. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
32. **Severability** If any section, subsection, or provision of this Contract, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
33. **Damage to OCSD's Property** Any of OCSD's property damaged by Service Provider, any subcontractors or by the personnel of either will be subject to repair or replacement by Service Provider at no cost to OCSD.
34. **Disclosure** Service Provider agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OCSD.
35. **Independent Contractor** The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Service Provider an OCSD employee. During the performance of this Contract, Service Provider and its officers, employees, and agents shall act in an independent capacity and shall not act as OCSD's officers, employees, or agents. Service Provider and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OCSD's employees.
36. **Limitations upon Subcontracting and Assignment** Service Provider 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.
37. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OCSD and Service Provider.
38. **Non-Liability of OCSD Officers and Employees** No officer or employee of OCSD shall be personally liable to Service Provider, or any successor-in-interest, in the event of any default or breach by OCSD or for any amount which may become due to Service Provider or to its successor, or for breach of any obligation for the terms of this Contract.
39. **Read and Understood** By signing this Contract, Service Provider represents that he has read and understood the terms and conditions of the Contract.
40. **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.
41. **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.

42. **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

Service Provider: Chris Marks, Manager
Denali Water Solutions
3031 Franklin Avenue
Riverside, CA 92507

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: _____
David John Shawver
Chair, Board of Directors

Dated: _____ By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____ By: _____
Ruth Zintzun
Purchasing & Contracts Manager

DENALI WATER SOLUTIONS

Dated: _____ By: _____

Print Name and Title of Officer

IRS Employer's I.D. Number



OPERATIONS COMMITTEE

Agenda Report

File #: 2019-628

Agenda Date: 5/6/2020

Agenda Item No: 7.

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

SUBJECT:

BUSHARD DIVERSION STRUCTURE REPAIR, PROJECT NO. MP-307

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Receive and file Bid Tabulation and Recommendation for Bushard Diversion Structure Repair, Project No. MP-307; and
- B. Reject the bid from Mehta Mechanical Company, Inc. and direct staff to reissue the contract for bids with changes made to prolong the life of the repairs.

BACKGROUND

The Bushard Diversion Structure is a below-grade concrete structure in the intersection of Bushard Street and Ellis Avenue in the City of Fountain Valley. The structure is used to divert wastewater into Plant No. 1 that would otherwise flow to Plant No. 2 to make more flow available for recycling through the Groundwater Replenishment System.

RELEVANT STANDARDS

- Maintain a proactive asset management program
- Comply with California Public Contract Code Section 20103.8, award construction contract to lowest responsive, responsible bidder
- Meet volume and water quality needs for the GWRS

PROBLEM

The corrosive atmosphere within the Bushard Diversion Structure has damaged conduits, wiring, and hydraulic hoses for two large valve actuators. As a result, one of the two valves is inoperable, and the other can only be operated manually. Manual operation involves setting up traffic control, shutting down traffic lanes, opening the sewer, and performing a manned, confined-space entry. Damage to concrete and the PVC liner has also been observed.

When bids were due on January 28, 2020, only a single bid was received, and that bid was 44 percent higher than the Engineer's estimate. The significantly higher cost and single bid prompted

staff to reconsider the previous decision to rebuild rather than replace the two large valve actuators. Replacing the actuators would prolong the life of the facility compared to rebuilding them.

PROPOSED SOLUTION

Reject the bid received for Bushard Diversion Structure Repair, Project No. MP-307, and reissue the Invitation to Bids to include replacement of the two actuators. To avoid delays, staff would separately procure the valve actuators so that they would be ready for the contractor to install and shorten the construction duration.

TIMING CONCERNS

Failure of valves during high, wet-weather flows could lead to flow obstructions and sewage spills requiring a complex entry under emergency conditions. Staff is currently procuring parts to allow the failed actuator to be manually operated until the project can be completed.

RAMIFICATIONS OF NOT TAKING ACTION

The reliable operation of the valves will remain compromised.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

The Orange County Sanitation District (Sanitation District) advertised Bushard Diversion Structure Repair, Project No. MP-307, for bids on November 12, 2019. A single, sealed bid was received on January 28, 2020.

Engineer's Estimate	\$661,000
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<u>Bidder</u>	<u>Amount of Bid</u>
Mehta Mechanical Company, Inc. dba MMC, Inc.	\$954,500

Sanitation District staff communicated with MMC and analyzed its bid price relative to the Sanitation District's estimate and design requirements. The difference between the Engineer's estimate and MMC is \$293,500. The cost difference is due to the following reasons:

1. Higher hourly costs for electrical and instrumentation labor.
2. The single vendor for the PVC liner went out of business during the bid period. An alternative material was specified in an addendum, but the change increased the cost.
3. The bidder indicated that \$90,000 was included in the bid to account for perceived risks relating to traffic control and confined space entry.

Based on attendance at two prebid conferences, staff had expected two bids. One likely reason for the lack of interest is the difficult nature of the work with traffic control in a busy intersection and confined-space entries. Another factor may have been the Thanksgiving, Christmas, and New Year's holidays that occurred during the bid period. Staff believes that a requirement for the contractor to remove a large and complex valve actuator, ship it to the East Coast for rebuilding, and reinstall before the work could be completed put a schedule risk on the contractor that could not effectively be managed.

CEQA

The project is exempt from CEQA under both a categorical exemption and statutory exemption set forth in California Code of Regulation Section 15301 and the Public Resources Code section 21080.21 because the project is less than one mile in length within a public right-of-way for the maintenance of an existing pipeline. A Notice of Exemption will be filed with the OC Clerk-Recorder after the Sanitation District's Board of Directors award of the construction contract.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted in the FY19/20 Budget Update, Operations and Maintenance (Line Item: Repairs and Maintenance, Page 47) and the 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:

N/A

SS:dm



OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1029

Agenda Date: 5/6/2020

Agenda Item No: 8.

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

SUBJECT:

SEISMIC EVALUATION OF STRUCTURES AT PLANT NOS. 1 AND 2, PROJECT NO. PS15-06

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Seismic Evaluation of Structures at Plant Nos. 1 and 2, Project No. PS15-06.

BACKGROUND

Most of the process and occupied structures at the Orange County Sanitation District (Sanitation District) Plant Nos. 1 and 2 were designed and built using codes prior to the 1997 Uniform Building Code and 2001 California Building Code. For this reason, the Sanitation District recently completed a planning-level study, Seismic Hazard Evaluation at Plant Nos. 1 and 2 (Project No. PS15-06), which assessed the vulnerability of critical and occupied structures to damage or failure due to shaking, liquefaction, and lateral spreading following an earthquake.

The results and recommendations from this study will be incorporated into the Sanitation District's 20-year Capital Improvement Program to improve the resiliency and continued operation of critical and occupied facilities within the treatment plants.

RELEVANT STANDARDS

- Maintain a proactive asset management program
- 24/7/365 treatment plant reliability
- Protect Orange County Sanitation District assets
- Sustain 1, 5, 20-year planning horizons

PRIOR COMMITTEE/BOARD ACTIONS

June 2017 - Approved a Professional Services Agreement with Geosyntec Consultants to provided engineering services for the Seismic Hazard Evaluation at Plant Nos. 1 and 2, Project No. PS15-06, for an amount not to exceed \$2,578,028; and approved a contingency of \$257,800 (10%).

ADDITIONAL INFORMATION

N/A

CEQA

The project is exempt from CEQA, under the Class 6 categorical exemptions set forth in California Code of Regulations Section 15306 because the project consists of basic collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to environmental resources. A Notice of Exemption was filed with the OC Clerk-Recorder on December 21, 2015.

FINANCIAL CONSIDERATIONS

This item is informational and does not require any commitment of funds.

ATTACHMENT

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

- Seismic Evaluation of Structures at Plant Nos. 1 & 2

EY:sa:gc



Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-982

Agenda Date: 5/6/2020

Agenda Item No: 9.

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

SUBJECT:

CAPITAL IMPROVEMENT PROGRAM PROPOSED BUDGET FOR FY2020-21

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Information Item.

BACKGROUND

Staff will present the proposed Capital Improvement Program (CIP) budget to be included in the upcoming FY2020-21 and 2021-22 Budget recommendation.

RELEVANT STANDARDS

- Protect Orange County Sanitation District assets
- 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

EY:sa



OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1022

Agenda Date: 5/6/2020

Agenda Item No:

FROM: James D. Herberg, General Manager
Originator: Lorenzo Tyner, Assistant General Manager and Kathy Millea, Director of Engineering

SUBJECT:

INTERIM FOOD WASTE RECEIVING FACILITY, PROJECT NO. P2-124, AND PRICING POLICY DISCUSSION

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Information Item.

BACKGROUND

California State Assembly Bill 1826 and Senate Bill 1383 require cities to divert organics such as food waste away from landfills in effort to reduce short-lived climate pollution such as methane. This regulatory shift has created an opportunity in the wastewater sector to provide a cost-neutral and environmentally friendly service to help manage organics such as food waste by way of anaerobic co-digestion. Specifically, preprocessed food waste would be mixed with sludge in anaerobic digesters to produce methane gas and energy. The Orange County Sanitation District understands the importance of and opportunity presented by these mandates and elected to design an Interim Food Waste Receiving Facility, Project No. P2-124, and initiate pricing policy discussions through the Strategic Plan 2019 process.

RELEVANT STANDARDS

- Maintain and adhere to appropriate internal planning documents (Biosolids Master Plan)
- Use all practical and effective means for resource recovery

PRIOR COMMITTEE/BOARD ACTIONS

July 2019 - Informational item and presentation to the Operations and Administration Committees regarding the project.

September 2018 - Approved a Professional Design Services Agreement with Kennedy/Jenks Consultants to provide engineering design services for Interim Food Waste Receiving Facility, Project No. P2-124, for an amount not to exceed \$695,000, and approved a contingency of \$69,500 (10%).

ADDITIONAL INFORMATION

In 2018, the Biosolids Master Plan ("Master Plan") evaluated the feasibility of receiving pre-processed food waste for anaerobic digestion to produce additional methane gas. It concluded the costs to construct and operate the facilities and handle the additional biosolids production could be offset by tipping fees charged to food waste processors/solid waste haulers and additional power associated with the increased methane gas production. As such, the Master Plan recommended an interim food waste facility be constructed until a more permanent facility can be constructed in 10 to 15 years when the designated space would become available following demolition of existing digesters. The Interim Food Waste Receiving Facility will consist of prefabricated storage tanks, mixing and transfer pumps, and piping to the digesters.

The Board will be provided an update on the design of the Interim Food Waste Receiving Facility which includes an update of the project viability and tipping fees calculated based on project and operational costs. Pricing information will be provided on tipping fees established by other wastewater treatment plants that are currently or planning to receive food waste. Lastly, the informational update will close with a discussion on policy questions related to the development of a tipping fee that was previously introduced as part of the Food Waste Treatment Policy referenced in the 2019 Strategic Plan.

CEQA

This project was covered under the Biosolids Master Plan Program Environmental Impact Report, adopted by the Board on June 27, 2018. A Notice of Determination was filed on September 27, 2018, after Board approval of the Professional Design Services Agreement.

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

ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

GROUNDWATER REPLENISHMENT SYSTEM (GWRS) – A joint water reclamation project that proactively responds to Southern California's current and future water needs. This joint project between the Orange County Water District and OCSD provides 70 million gallons per day of drinking quality water to replenish the local groundwater supply.

LEVEL OF SERVICE (LOS) – Goals to support environmental and public expectations for performance.

N-NITROSODIMETHYLAMINE (NDMA) – A N-nitrosamine suspected cancer-causing agent. It has been found in the GWRS process and is eliminated using hydrogen peroxide with extra ultra-violet treatment.

NATIONAL BIOSOLIDS PARTNERSHIP (NBP) – An alliance of the NACWA and WEF, with advisory support from the EPA. NBP is committed to developing and advancing environmentally sound and sustainable biosolids management practices that go beyond regulatory compliance and promote public participation to enhance the credibility of local agency biosolids programs and improved communications that lead to public acceptance.

PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) – A large group (over 6,000) of human-made compounds that are resistant to heat, water, and oil and used for a variety of applications including firefighting foam, stain and water-resistant clothing, cosmetics, and food packaging. Two PFAS compounds, perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) have been the focus of increasing regulatory scrutiny in drinking water and may result in adverse health effects including developmental effects to fetuses during pregnancy, cancer, liver damage, immunosuppression, thyroid effects, and other effects.

PERFLUOROOCTANOIC ACID (PFOA) – An ingredient for several industrial applications including carpeting, upholstery, apparel, floor wax, textiles, sealants, food packaging, and cookware (Teflon).

PERFLUOROOCTANESULFONIC ACID (PFOS) – A key ingredient in Scotchgard, a fabric protector made by 3M, and used in numerous stain repellents.

PLUME – A visible or measurable concentration of discharge from a stationary source or fixed facility.

PUBLICLY OWNED TREATMENT WORKS (POTW) – A municipal wastewater treatment plant.

SANTA ANA RIVER INTERCEPTOR (SARI) LINE – A regional brine line designed to convey 30 million gallons per day of non-reclaimable wastewater from the upper Santa Ana River basin to the ocean for disposal, after treatment.

SANITARY SEWER – Separate sewer systems specifically for the carrying of domestic and industrial wastewater.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) – Regional regulatory agency that develops plans and regulations designed to achieve public health standards by reducing emissions from business and industry.

SECONDARY TREATMENT – Biological wastewater treatment, particularly the activated sludge process, where bacteria and other microorganisms consume dissolved nutrients in wastewater.

SLUDGE – Untreated solid material created by the treatment of wastewater.

TOTAL SUSPENDED SOLIDS (TSS) – The amount of solids floating and in suspension in wastewater.

ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

TRICKLING FILTER – A biological secondary treatment process in which bacteria and other microorganisms, growing as slime on the surface of rocks or plastic media, consume nutrients in wastewater as it trickles over them.

URBAN RUNOFF – Water from city streets and domestic properties that carry pollutants into the storm drains, rivers, lakes, and oceans.

WASTEWATER – Any water that enters the sanitary sewer.

WATERSHED – A land area from which water drains to a particular water body. OCSD's service area is in the Santa Ana River Watershed.