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, June 2, 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.

Orange County Sanitation District
10844 Ellis Avenue, Fountain Valley, CA 92708
714.962.2411 • www.ocsd.com

Serving:

Anaheim
Brea
Buena Park
Cypress
Fountain Valley
Fullerton
Garden Grove
Huntington Beach
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La Habra
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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

May 27, 2020

NOTICE OF MEETING

OPERATIONS COMMITTEE
ORANGE COUNTY SANITATION DISTRICT

Wednesday, June 3, 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, June 3, 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
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
05/05/21	05/26/21

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

ROLL CALL

OPERATIONS COMMITTEE
Engineering and Operations & Maintenance

Meeting Date: **June 3, 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

Orange County Sanitation District

OPERATIONS COMMITTEE

Regular Meeting Agenda

Wednesday, June 3, 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, ltyner@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

ROLL CALL AND DECLARATION OF QUORUM:

Clerk of the Board

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 June 2, 2020. All public comments will be provided to the Committee and may be read into the record or compiles 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 2020-1086

RECOMMENDATION:

Approve Minutes of the Regular Meeting of the Operations Committee held on May 6, 2020.

Originator: Kelly Lore

Attachments: Agenda Report
05-06-2020 Operations Committee Minutes

2. CAPITAL IMPROVEMENT PROGRAM CONTRACT PERFORMANCE REPORT 2020-1008

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Capital Improvement Program Contract Performance Report for the period ending March 31, 2020.

Originator: Kathy Millea

Attachments: Agenda Report
CIP Contract Performance Report 2020-03-31

3. TOSHIBA 12KV CIRCUIT BREAKER PURCHASE **2020-1044**

RECOMMENDATION: Recommend to the Board of Directors to:

A. Award a Purchase Order Contract to Superior Electric Motor Services for the purchase of eight Toshiba HVK 12kV circuit breakers for Plant No. 1 Electrical Distribution System, per Specification No. E-2020-1162BD, for a total amount not to exceed $195,072, including sales tax and freight; and

B. Approve a contingency of $9,754 (5%).

Originator: Rob Thompson

Attachments: Agenda Report

4. 12KV DISTRIBUTION CENTER B AND EAST RAS PUMP STATION ROOFING REPLACEMENT, PROJECT NO. FE18-19R **2020-1077**

RECOMMENDATION: Recommend to the Board of Directors to:

A. Receive and file Bid Tabulations and Recommendation for O'Connell Engineering & Construction, Inc. for 12kV Distribution Center B and East RAS Pump Station Roofing Replacement, Project No. FE18-19R;

B. Award a Construction Contract to O'Connell Engineering & Construction, Inc. for 12kV Distribution Center B and East RAS Pump Station Roofing Replacement, Project No. FE18-19R, for a total amount not to exceed $674,800; and

C. Approve a contingency of $67,480 (10%).

Originator: Kathy Millea

Attachments: Agenda Report
Draft FE18-19R Contract

NON-CONSENT:

5. HEADQUARTERS COMPLEX SITE PREPARATION, PROJECT NO. P1-128C **2020-1032**

RECOMMENDATION: Recommend to the Board of Directors to:

A. Consider the Fountain Valley Crossings Specific Plan Program Environmental Impact Report (State Clearinghouse No. 2015101042) that evaluated the total buildout of the Specific Plan area with a goal of revitalizing the existing light industrial use;

B. Consider, receive, and file the Initial Study/Addendum for the Administrative Headquarters Building, Project for P1-128, dated December 2019 to the City of

Fountain Valley's Program Environmental Impact Report for the Fountain Valley Crossings Specific Plan to demolish five warehouse buildings, construct and operate an administrative headquarters building, pedestrian bridge, signage, landscaping, lighting, and surface parking lot in the City of Fountain Valley;

C. Receive and file Bid Tabulation and Recommendation for Headquarters Complex Site Preparation, Project No. P1-128C;

D. Accept the formal bid withdrawal request received on March 13, 2020 from the initial lowest bidder, Interior Demolition, Inc.;

E. Reject the bid from the second apparent low bidder AMPCO North, Inc. as non-responsive;

F. Award a Demolition Contract to Resource Environmental, Inc. for Headquarters Complex Site Preparation, Project No. P1-128C, for a total amount not to exceed $1,555,000; and

G. Approve a contingency of $155,500 (10%).

Originator: Kathy Millea

Attachments: Agenda Report
P1-128 Headquarters Initial Study Addendum 12202019
Hyperlink to Fountain Valley PEIR for Fountain Valley Crossings Specific Plan
P1-128C Construction Contract

6. HEADQUARTERS COMPLEX SITE PREPARATION, PROJECT NO. P1-128C **2020-1033**

RECOMMENDATION: Recommend to the Board of Directors to:

A. Approve a Professional Construction Services Agreement with HDR, Inc. to provide construction support services for Headquarters Complex Site Preparation, Project No. P1-128C, for a total amount not to exceed $178,000; and

B. Approve a contingency of $17,800 (10%).

Originator: Kathy Millea

Attachments: Agenda Report
P1-128C Professional Construction Services Agreement

INFORMATION ITEMS:

7. FY 2020-21 & FY 2021-22 BUDGET PRESENTATION **2020-1067**

RECOMMENDATION:

Information Item.

Originator: Lorenzo Tyner

Attachments: Agenda Report
FY20-21 & 21-22 Budget Presentation

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, July 1, 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 #: 2020-1086 **Agenda Date:** 6/3/2020 **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 May 6, 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 May 6, 2020

Orange County Sanitation District
Minutes for the
OPERATIONS COMMITTEE

Wednesday, May 6, 2020
5:00 PM
Board Room
Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

CALL TO ORDER

A regular meeting of the Operations Committee was called to order by Committee Chair Bob Collacott on Wednesday, May 6, 2020 at 5:01 p.m. in the Administration Building of the Orange County Sanitation District. Chair Collacott stated that the meeting was being held telephonically and via audio/video teleconferencing in accordance with the Governor's Executive Order No. N-29-20, due to the Coronavirus Pandemic (COVID-19). Chair Collacott led the Flag Salute.

The Clerk of the Board announced the teleconference meeting guidelines and stated that votes will be taken by roll call.

DECLARATION OF QUORUM:

Roll call was taken and a quorum was declared present, as follows:

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

ABSENT: Brad Avery

STAFF PRESENT: Jim Herberg, General Manager; Kelly Lore, Clerk of the Board; Al Garcia; and Josh Martinez were present in the Board Room. Rob Thompson, Assistant General Manager; Lorenzo Tyner, Assistant General Manager; Kathy Millea, Director of Engineering; Lan Wiborg, Director of Environmental Services; and Tina Knapp were in attendance telephonically.

OTHERS PRESENT: Brad Hogin, General Counsel was present in the Board Room.

PUBLIC COMMENTS:

None.

REPORTS:

General Manager Jim Herberg provided a brief COVID-19 update stating that all services are being maintained with no issues, with approximately half the employees telecommuting and the remaining half working onsite.

Mr. Herberg also announced that the OCSD Administrative offices will be closed on May 25th in observance of the Memorial Day holiday.

CONSENT CALENDAR:

1. APPROVAL OF MINUTES 2020-967

Originator: Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

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

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

2. QUARTERLY ODOR COMPLAINT REPORT 2020-1023

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

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

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

3. MAINTENANCE COATING OF EFFLUENT JUNCTION BOX PIPING 2020-1045

Originator: Rob Thompson

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

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%).

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

4. NEWPORT BEACH PUMP STATION PRESSURIZATION IMPROVEMENTS, PROJECT NO. 5-68 **2020-1031**

Originator: Kathy Millea

MOVED, SECONDED, AND DULY CARRIED TO: 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%).

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

5. SERVICE CONTRACT FOR PLANT NOS. 1 AND 2 CENTRAL GENERATION CARBON CHANGE-OUT, SPECIFICATION NO. S-2020-1130BD **2020-1024**

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO: 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%).

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

NOES: None
ABSENT: Brad Avery
ABSTENTIONS: None

6. GRIT AND SCREENINGS REMOVAL, SPECIFICATION NO. S-2020-1121BD **2020-991**

Originator: Lan Wiborg

MOVED, SECONDED, AND DULY CARRIED TO: 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%).

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

NON-CONSENT:

7. BUSHARD DIVERSION STRUCTURE REPAIR, PROJECT NO. MP-307 **2019-628**

Originator: Kathy Millea

Director of Engineering Kathy Millea provided a brief description of/need for this item.

MOVED, SECONDED, AND DULY CARRIED TO: 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.

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

8. SEISMIC EVALUATION OF STRUCTURES AT PLANT NOS. 1 AND 2, PROJECT NO. PS15-06 **2020-1029**

Originator: Kathy Millea

Ms. Millea provided a PowerPoint presentation for this item that addressed resiliency at OCSD, the history of OCSD seismic evaluations, seismic risks and hazards, mitigation measures, and recommendations for long-term risk reduction.

WITHOUT OBJECTION ACTION TAKEN TO:

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

INFORMATION ITEMS:

9. CAPITAL IMPROVEMENT PROGRAM PROPOSED BUDGET FOR FY2020-21 **2020-982**

Originator: Kathy Millea

Ms Millea provided a PowerPoint presentation on this item that reviewed the FY 2019-2020 Capital Improvement Program and performance; completed planning studies; design and construction accomplishments; information as to the timing of when budget information, including CIP, is presented to the Board; CIP net 10-year and 20-year outlay; total CIP budget authority; new projects; top budget increases and decreases; project cancellations/closures; and projected FY 2020-2021 net CIP outlays by project phase.

ITEM RECEIVED AS:

Information Item.

10. INTERIM FOOD WASTE RECEIVING FACILITY, PROJECT NO. P2-124, AND PRICING POLICY DISCUSSION **2020-1022**

Originator: Lorenzo Tyner and Kathy Millea

Mr. Herberg provided a Power Point presentation that reviewed the objectives and history of the project, location, facility highlights, facility process and layout, project budget and schedule, the policy discussion had regarding tipping fee in 2019, tipping fee basis, an overview of cost recovery, comparable agencies, summary tipping fee for preprocessed food waste for co-digestion, service area and solid waste haulers and potential food waste slurry providers, tipping fee deal points, next steps, and the outcome of tipping fee analysis.

ITEM RECEIVED AS AN:

Information Item.

DEPARTMENT HEAD REPORTS:

None.

CLOSED SESSION:

None.

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

None.

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

Director Massa-Lavitt requested that an update on the Headquarters Complex project be placed on a future meeting agenda.

ADJOURNMENT:

Chair Collacott declared the meeting adjourned at 6:20 p.m. to the meeting to be held on Wednesday, June 3. 2020 at 5:00 p.m.

Submitted by:

_____
Kelly A. Lore, MMC
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 #: 2020-1008 **Agenda Date:** 6/3/2020 **Agenda Item No:** 2.

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

SUBJECT:

CAPITAL IMPROVEMENT PROGRAM CONTRACT PERFORMANCE REPORT

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Capital Improvement Program Contract Performance Report for the period ending March 31, 2020.

BACKGROUND

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

The Capital Improvement Program Contract Performance Report summarizes construction and consulting contract performance and activities for the quarter ending March 31, 2020. This report is updated quarterly.

RELEVANT STANDARDS

- Ensure the public's money is wisely spent

ATTACHMENT

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

- Capital Improvement Program Contract Performance Report for the period ending March 31, 2020

ORANGE COUNTY SANITATION DISTRICT
Capital Improvement Program
Contract Performance Report
For the period ending March 31, 2020

DATE: May 6, 2020

TO: Orange County Sanitation District
Board of Directors

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

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

Table of Contents

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- Construction Contracts Closed in Last Quarter
- Cumulative Change Order Rates – Closed Construction Contracts

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- Active Task Orders by Master Agreement

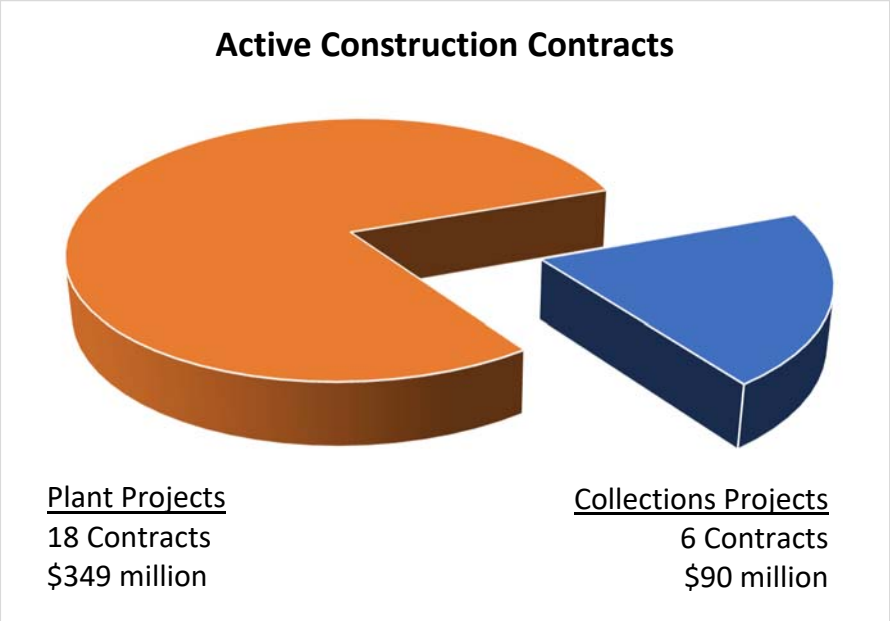
Part 3 - Master Budget Projects page 10
- Planning Studies Status Report
- Research Program Status Report
- Small Construction Projects Program Status Report
- Information Technology Capital Program Status Report
- Operations and Maintenance Capital Program Status Report

Part 4 - Supplemental Engineering Services Contract page 16
- Supplemental Engineering Services Contract Status
- Supplemental Engineering Services Contract Labor Summary

ORANGE COUNTY SANITATION DISTRICT
Capital Improvement Program
Contract Performance Report
For the period ending March 31, 2020

PART 1 - CONSTRUCTION CONTRACTS

Table 1 lists the construction contracts active as of March 31, 2020. The graph below shows the number and total value of projects broken down plant and collections.



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

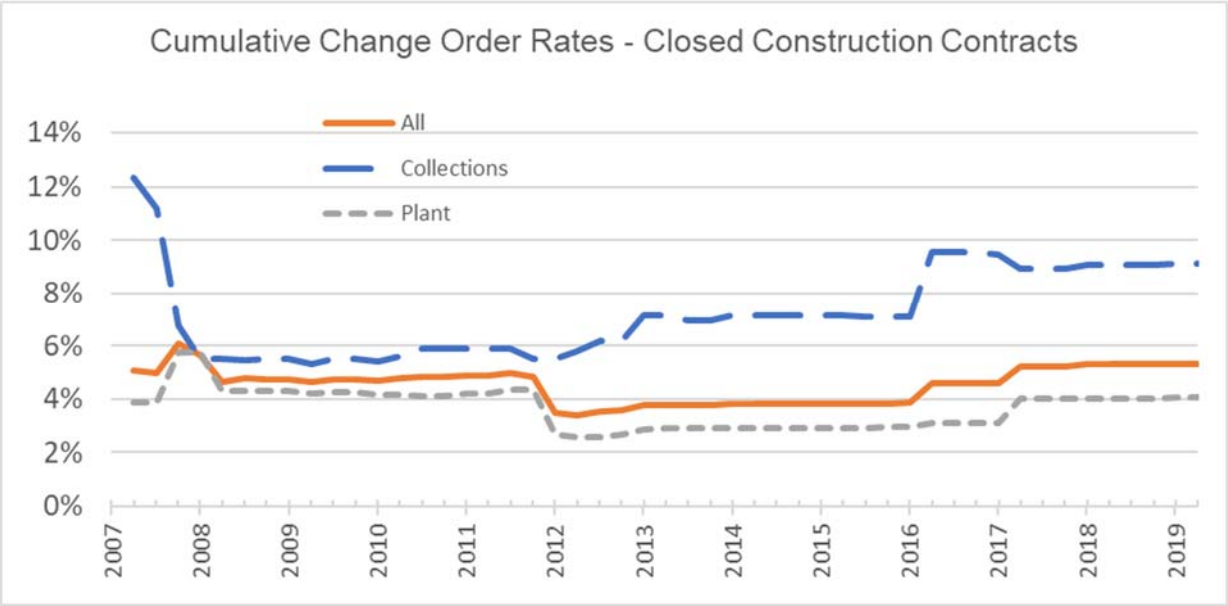
Capital Improvement Program Contract Performance Report
for Quarter Ending 03/31/2020
Table 1 - Active Construction Contracts

Project / Contract			Contractor	Award Date	Board Award Amount	Change Orders	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
2-41-8	**SARI Rock Stabilizers Removal**										
	2-41-8	SARI Rock Stabilizers Removal	Griffith Company	09/26/2018	$2,809,082	$0	$2,809,082	10.0%	10.0%	0.0%	10.0%
2-72	**Newhope-Placentia Trunk Replacement**										
	2-72B	Newhope-Placentia Trunk Replacement, Segment B	OHL USA, INC.	06/15/2018	$58,242,000	$533,357	$58,775,357	6.5%	6.5%	0.9%	5.6%
3-62	**Westminster Blvd Force Main Replacement**										
	3-62				$27,743,000	$0	$27,743,000	10.0%	10.0%	0.0%	10.0%
J-117	**Ocean Outfall System Rehabilitation**										
	J-117B	Outfall Low Flow Pump Station	Shimmick Construction Co., Inc.	12/19/2018	$90,200,000	$105,983	$90,305,983	8.0%	8.0%	0.1%	7.9%
J-126	**Safety Improvements Program**										
	J-126C	NFPA 820 HVAC and Electrical Improvements	MMC, Inc.	03/05/2019	$469,000	$0	$469,000	10.0%	10.0%	0.0%	10.0%
	J-126JK	Stairs, Hatches, Walkway Hazards, Ladders, Guardrails, Roof Fall Protection	Olsson Construction, Inc.	10/24/2018	$3,637,601	$917	$3,638,518	10.0%	10.0%	0.0%	10.0%
	J-126PQ	Ladders, Hatches, Roof Fall Protection	Tharsos Construction	11/28/2018	$786,000	$0	$786,000	10.0%	10.0%	0.0%	10.0%
M-FE	**Small Construction Projects Program**										
	FE16-06	Fuel Cell Facilities Demolition	MMC, Inc.	07/24/2019	$474,000	$0	$474,000	10.0%	10.0%	0.0%	10.0%
	FE17-01	Carbon Canyon Pipeline Sag Repairs	Mike Prlich and Sons, Inc.	10/02/2019	$510,000	$0	$510,000	10.0%	10.0%	0.0%	10.0%
	FE17-05	Plant 1 ICS Network Extension	RP Controls	06/26/2019	$321,889	$0	$321,889	10.0%	10.0%	0.0%	10.0%
	FE18-18	Portable Generator Connector at Lido Pump Station	M. Brey Electric, Inc.	09/17/2019	$42,285	$0	$42,285	20.0%	20.0%	0.0%	20.0%
M-FR	**Operationally-Funded Projects**										
	FE17-06	Tustin Ave Manhole and Pipe Repair	Nuline Technologies, LLC	10/24/2019	$350,000	$0	$350,000	10.0%	10.0%	0.0%	10.0%
	MP-248	P2 Secondary Clarifier Repairs (AS Plant)	W. M. Lyles Company	06/26/2019	$3,048,000	$0	$3,048,000	10.0%	10.0%	0.0%	10.0%
	MP-105	P2 CENGEN Steam Turbine Rehabilitation	Dresser-Rand	03/25/2018	$245,424	$0	$245,424	20.0%	20.0%	0.0%	20.0%
	MP-509	P2 Headworks Low Voltage Cable Assessment	Mass Electric Construction Co.	12/18/2019	$434,327	$0	$434,327	20.0%	20.0%	0.0%	20.0%
	MP-638	Activated Sludge Plant Clarifier Inlet Gate Replacement at Plant No. 2	Innovative Construction Solutions	12/18/2019	$658,300	$0	$658,300	10.0%	10.0%	0.0%	10.0%
P1-101	**Sludge Dewatering and Odor Control at Plant 1**										
	P1-101	Sludge Dewatering and Odor Control at Plant 1	WM Lyles Company	11/28/2012	$126,908,300	$12,785,479	$139,693,779	3.0%	11.5%	10.1%	1.4%
P1-115	**Title 24 Access Compliance and Building Rehabilitation Project**										
	P1-115B	Rehabilitation of Fleet Services Building, Building 8 and Paving Area	ODC Engineering & Technology	09/11/2017	$2,235,563	$61,194	$2,296,757	10.0%	10.0%	2.7%	7.3%
P1-129	**Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1**										
	P1-129	Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1	Abhe & Svoboda, Inc.	07/24/2019	$6,863,092	$0	$6,863,092	10.0%	10.0%	0.0%	10.0%
P2-110	**Consolidated Demolition and Utility Improvements at Plant 2**										
	P2-110	Consolidated Demolition and Utility Improvements at Plant 2	Flatiron West Inc	02/09/2017	$16,730,000	$1,446,982	$18,176,982	8.0%	13.0%	8.6%	4.4%
P2-122	**Headworks Modifications at Plant No. 2 for GWRS Final Expansion**										
	P2-122	Headworks Modifications at Plant No. 2 for GWRS Final Expansion	Shimmick Construction Co., Inc.	01/22/2020	$14,487,735	$0	$14,487,735	10.0%	10.0%	0.0%	10.0%
P2-123	**Return Activated Sludge Piping Replacement at Plant 2**										
	P2-123	Return Activated Sludge Piping Replacement at Plant 2	Shimmick Construction Co., Inc.	09/25/2019	$6,042,110	$0	$6,042,110	10.0%	10.0%	0.0%	10.0%
P2-92	**Sludge Dewatering and Odor Control at Plant 2**										
	P2-92	Sludge Dewatering and Odor Control at Plant 2	Shimmick Construction Co., Inc.	01/12/2015	$49,850,000	$2,030,417	$51,880,417	5.0%	6.0%	4.1%	1.9%
P2-98	**Primary Treatment Rehabilitation at Plant No. 2**										
	P2-98B	B/C-Side Primary Clarifiers Interim Repair at Plant 2	Myers & Sons Construction, LLC	01/23/2019	$8,665,000	$30,920	$8,695,920	10.0%	10.0%	0.4%	9.6%
				Total	**$421,752,708**	**$16,995,249**	**$438,747,957**				

Capital Improvement Program Contract Performance Report
for Quarter Ending 03/31/2020
Table 2 - Construction Contracts Closed in Last Quarter

Project / Contract			Contractor	Date Closed	Award Date	Board Award Amount	Change Orders	Final Contract Amount	Original Contingency	Current Contingency	Contingency Used	Unused Contingency
J-117	**Ocean Outfall System Rehabilitation**											
	J-117A	Interplant Effluent Pipeline Rehabilitation	Shimmick Construction Co., Inc.	01/07/2020	08/07/2017	$12,609,012	$980,224	$13,244,050	8.0%	8.0%	7.8%	0.2%
J-126	**Safety Improvements Program**											
	J-126L	Various	IQA Construction	02/18/2020	06/06/2018	$212,700	$19,933	$232,000	10.0%	10.0%	9.4%	0.6%
M-FE	**Small Construction Projects Program**											
	FE14-05	Plant No. 1 Fleet Services UST Leak Remediation	Engineering/Remediation Resources Group, Inc.	03/31/2020	01/23/2019	$648,675	$26,085	$674,760	20.0%	20.0%	4.0%	16.0%
	FE15-07	Secondary Treatment and Plant Water VFD Replacement at Plant 1	Helix Electric	03/17/2020	03/28/2018	$1,797,000	$90,543	$1,879,440	10.0%	10.0%	5.0%	5.0%
					Total	**$15,267,387**	**$1,116,785**	**$16,030,250**				

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



PART 2 – ENGINEERING SERVICES AGREEMENTS

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

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

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

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

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

Capital Improvement Program Contract Performance Report
for Quarter Ending 03/31/2020
Table 3 - Active Engineering Services Agreements

Project / Contract		Type	Consultant	Award Date	Board Award Amount	Amendments	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
2-41-8	**SARI Rock Stabilizers Removal**										
2-41-8	SARI Rock Stabilizers Removal	PCSA	Michael Baker International, Inc.	09/26/2018	$215,129	$0	$215,129	10.0%	10.0%	0.0%	10.0%
2-72	**Newhope-Placentia Trunk Replacement**										
2-72	Newhope-Placentia Trunk Replacement	PCSA	Lee & Ro	03/23/2016	$3,253,946	$0	$3,253,946	10.0%	10.0%	0.0%	10.0%
2-72	Newhope-Placentia Trunk Replacement	PDSA	Lee & Ro	10/22/2014	$8,468,232	$434,974	$8,903,206	10.0%	10.0%	5.1%	4.9%
3-62	**Westminster Blvd Force Main Replacement**										
3-62	Westminster Blvd Force Main Replacement	PCSA	Stantec Consulting Services, Inc.	12/18/2019	$1,183,000	$0	$1,183,000	10.0%	10.0%	0.0%	10.0%
3-62	Westminster Blvd Force Main Replacement	PDSA	Stantec Consulting Services, Inc.	07/22/2015	$6,917,175	-$1,339,457	$5,577,718	10.0%	10.0%	0.0%	10.0%
3-64	**Rehabilitation of Western Regional Sewers**										
3-64	Rehabilitation of Western Regional Sewers	PDSA	AECOM Technical Services, Inc.	01/27/2016	$17,639,250	$1,088,654	$18,727,904	10.0%	10.0%	6.2%	3.8%
3-67	**Seal Beach Pump Station Replacement**										
3-67	Seal Beach Pump Station Replacement	PDSA	Lee & Ro	11/20/2019	$5,947,850	$0	$5,947,850	10.0%	10.0%	0.0%	10.0%
5-60	**Newport Force Main Rehabilitation**										
5-60	Newport Force Main Rehabilitation	PCSA	Brown and Caldwell	04/29/2014	$2,231,925	$839,714	$3,071,639	8.0%	38.7%	37.6%	1.0%
5-67	**Bay Bridge Pump Station Replacement**										
5-67	Bay Bridge Pump Station Replacement	PDSA	Arcadis US Inc.	10/25/2017	$7,137,000	$368,955	$7,505,955	10.0%	10.0%	5.2%	4.8%
6-17	**District 6 Trunk Sewer Relief**										
6-17	District 6 Trunk Sewer Relief	PCSA	RMC Water & Environment	10/10/2016	$290,000	$0	$290,000	15.0%	15.0%	0.0%	15.0%
7-66	**Sunflower and Red Hill Interceptor Repairs**										
7-66	Sunflower and Red Hill Interceptor Repairs	PDSA	GHD	09/25/2019	$308,712	$0	$308,712	10.0%	10.0%	0.0%	10.0%
J-117	**Ocean Outfall System Rehabilitation**										
J-117A	Interplant Effluent Pipeline Rehabilitation	PCSA	Brown and Caldwell	05/24/2018	$1,121,666	$112,167	$1,233,833	10.0%	10.0%	10.0%	0.0%
J-117B	Outfall Low Flow Pump Station	PCSA	Brown and Caldwell	12/19/2018	$8,563,913	$0	$8,563,913	10.0%	10.0%	0.0%	10.0%
J-124	**Digester Gas Facilities Rehabilitation**										
J-124	Digester Gas Facilities Rehabilitation	PDSA	Brown and Caldwell	11/15/2017	$11,770,000	$50,000	$11,820,000	10.0%	10.0%	0.4%	9.6%
J-126	**Safety Improvements Program**										
J-126	Safety Improvements Program	PDSA	Arcadis	08/29/2016	$3,040,000**	$0	$3,040,000	10.0%	5.1%	0.0%	5.1%
J-128	**Project Management Information System**										
J-128	Project Management Information System	Other	PMWeb, Inc.	05/24/2017	$1,022,500	$79,525	$1,102,025	20.0%	20.0%	7.8%	12.2%
J-98	**Electrical Power Distribution System Improvements**										
J-98	Electrical Power Distribution System Improvements	PDSA	Brown and Caldwell	01/29/2020	$2,240,000	$0	$2,240,000	10.0%	10.0%	0.0%	10.0%
M-FE	**Small Construction Projects Program**										
FE16-11	Lane Channel Crossing	PSA	HDR Engineering, Inc.	06/28/2017	$131,939	$0	$131,939	10.0%	10.0%	0.0%	10.0%
M-RESEAR	**Research Program**										
RE17-02	Biogas Scrubber Evaluation	PSA	Carollo Engineers, Inc.	04/21/2017	$656,783	$63,097	$719,880	15.0%	15.0%	9.6%	5.4%
M-STUDIES	**Planning Studies Program**										
PS15-02	Edinger Pump Station Rehabilitation Study	PSA	Lockwood, Andrews & Newman, Inc.	12/20/2017	$505,042	$0	$505,042	10.0%	10.0%	0.0%	10.0%
PS15-06	Seismic Evaluation of Structures at Plant Nos. 1 and 2	PSA	Geosyntec Consultants, Inc.	06/28/2017	$2,578,028	$132,425	$2,710,453	10.0%	10.0%	5.1%	4.9%
PS15-08	Collections Capacity Evaluation Study	PSA	RMC Water & Environment	08/24/2016	$2,802,675	$19,372	$2,822,047	10.0%	10.0%	0.7%	9.3%
PS16-01	Stormwater Master Plan	PSA	Michael Baker International, Inc.	07/26/2017	$715,300	$54,839	$770,139	10.0%	10.0%	7.7%	2.3%
PS17-03	Active Fault Location Study at Plant No. 2	PSA	Lettis Consultants International, Inc.	03/06/2019	$868,286	$0	$868,286	10.0%	10.0%	0.0%	10.0%
PS17-08	CEQA - Facilities Master Plan	PSA	Dudek	02/27/2019	$812,709	$0	$812,709	10.0%	10.0%	0.0%	10.0%
PS18-09	Ocean Outfall Condition Assessment and Scoping Study	PSA	Carollo Engineers, Inc.	03/25/2020	$2,744,000	$0	$2,744,000	10.0%	10.0%	0.0%	10.0%
P1-101	**Sludge Dewatering and Odor Control at Plant 1**										
P1-101	Sludge Dewatering and Odor Control at Plant 1	PCSA	HDR Engineering, Inc.	06/28/2012	$7,140,000	$2,453,653	$9,593,653	8.0%	35.0%	34.4%	0.6%
P1-105	**Headworks Rehabilitation at Plant 1**										
P1-105	Headworks Rehabilitation at Plant 1	PDSA	Carollo Engineers, Inc.	05/27/2015	$17,528,957	$7,710,955	$25,239,912	10.0%	51.0%	44.0%	7.0%
P1-128	**Headquarters Complex**										
P1-128	Headquarters Complex	PDSA	HDR Engineering, Inc.	06/22/2016	$11,785,709	-$752,553	$11,033,156	10.0%	10.0%	0.0%	10.0%
P1-128	Headquarters Complex	PSA	LSA Associates, Inc.	08/11/2016	$420,927	$0	$420,927	10.0%	10.0%	0.0%	10.0%
P1-129	**Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1**										

Capital Improvement Program Contract Performance Report
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Table 3 - Active Engineering Services Agreements

Project / Contract		Type	Consultant	Award Date	Board Award Amount	Amendments	Current Contract Amount	Original Contingency	Current Contingency	Contingency Used	Contingency Remaining
P1-129	Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1	PCSA	AECOM Technical Services, Inc.	07/24/2019	$140,000	$0	$140,000	10.0%	10.0%	0.0%	10.0%
P1-129	Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1	PDSA	AECOM Technical Services, Inc.	06/20/2017	$523,039	$27,015	$550,054	10.0%	10.0%	5.2%	4.8%
P1-132	**Uninterruptable Power Supply Improvements at Plant 1**										
P1-132	Uninterruptable Power Supply Improvements at Plant 1	PDSA	Tetra Tech, Inc.	10/23/2019	$784,680	$0	$784,680	10.0%	10.0%	0.0%	10.0%
P1-133	**Primary Sedimentation Basins No. 6-31 Reliability Improvements at Plant No. 1**										
P1-133	Primary Sedimentation Basins No. 6-31 Reliability Improvements at Plant No. 1	PDSA	Carollo Engineers, Inc.	09/25/2019	$1,219,667	$0	$1,219,667	10.0%	10.0%	0.0%	10.0%
P2-110	**Consolidated Demolition and Utility Improvements at Plant 2**										
P2-110	Consolidated Demolition and Utility Improvements at Plant 2	PCSA	Stantec Consulting Services, Inc.	01/25/2017	$1,499,839	$0	$1,499,839	10.0%	10.0%	0.0%	10.0%
P2-122	**Headworks Modifications at Plant No. 2 for GWRS Final Expansion**										
P2-122	Headworks Modifications at Plant No. 2 for GWRS Final Expansion	PCSA	CDM Smith Inc.	01/15/2020	$2,200,000	$0	$2,200,000	10.0%	10.0%	0.0%	10.0%
P2-122	Headworks Modifications at Plant No. 2 for GWRS Final Expansion	PDSA	CDM Smith Inc.	05/24/2017	$5,319,930	$0	$5,319,930	10.0%	10.0%	0.0%	10.0%
P2-123	**Return Activated Sludge Piping Replacement at Plant 2**										
P2-123	Return Activated Sludge Piping Replacement at Plant 2	PCSA	SPEC Services, Inc.	09/25/2019	$252,329	$0	$252,329	10.0%	10.0%	0.0%	10.0%
P2-123	Return Activated Sludge Piping Replacement at Plant 2	PDSA	SPEC Services, Inc.	02/15/2018	$668,217	$0	$668,217	10.0%	10.0%	0.0%	10.0%
P2-124	**Interim Food Waste Receiving Facility**										
P2-124	Interim Food Waste Receiving Facility	PDSA	Kennedy/Jenks Consultants	09/05/2018	$695,000	$20,717	$715,717	10.0%	10.0%	3.0%	7.0%
P2-92	**Sludge Dewatering and Odor Control at Plant 2**										
P2-92	Sludge Dewatering and Odor Control at Plant 2	PCSA	Brown and Caldwell	12/17/2014	$4,798,328	$0	$4,798,328	10.0%	10.0%	0.0%	10.0%
P2-98	**Primary Treatment Rehabilitation at Plant No. 2**										
P2-98	Primary Treatment Rehabilitation at Plant No. 2	PDSA	Black & Veatch	07/27/2016	$18,141,423	$1,279,488	$19,420,911	10.0%	10.0%	7.1%	2.9%
P2-98B	B/C-Side Primary Clarifiers Interim Repair at Plant 2	PCSA	Black & Veatch	01/23/2019	$549,534	$0	$549,534	10.0%	10.0%	0.0%	10.0%
SP-152	**Climate Resiliency Study**										
SP-152	Climate Resiliency Study	PSA	Hazen and Sawyer	11/28/2018	$697,952	$64,199	$762,151	10.0%	10.0%	9.2%	0.8%
SP-196	**Process Control Systems Upgrades Study**										
SP-196	Process Control Systems Upgrades Study	PSA	Stantec Consulting Services, Inc.	03/01/2018	$1,389,866	$9,000	$1,398,866	10.0%	10.0%	0.6%	9.4%
				Total	**$168,920,457**	**$12,716,739**	**$181,637,196**				

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

Capital Improvement Program Contract Performance Report
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Table 4 - Active Task Orders by Master Agreement

Master Agreement / Project		Consultant	Award Date	Original Task Order Value	Amendments	Current Task Order Value
2012 Master Professional Design Service Agreements (Expired)						
FE10-21	Area 02 Craig Regional Park Manhole Improvements	GHD	10/8/2012	$58,440	$41,560	$100,000
2015 Master Professional Design Service Agreements (Expired)						
FE14-05	Plant No. 1 Fleet Services UST Leak Remediation	Dudek	9/1/2015	$86,116	$73,137	$159,253
PS17-02	Guidelines for Development in the Area of OCSD Facilities	AECOM	8/21/2017	$93,187	$0	$93,187
2017 Master Agreements for Wastewater Treatment Planning Studies						
P1-101	Spill Prevention, Control, and Countermeasure Plan for Sludge Dewatering and Odor Control at Plant No. 1	AECOM	06/27/2018	$28,216	$10,935	$39,151
PS18-10	Root Cause Analysis of Malfunctioning Process Units at TFSC Facility at Plant No. 2	Brown and Caldwell	2/6/2019	$24,783	$0	$24,783
PS18-01	Asset Management Plan Development	HDR Engineering, Inc.	04/03/2019	$274,777	$0	$274,777
PS17-10	Emergency Overflow Weirs, Wing Wall Structural and Geotechnical Investigations	HDR Engineering, Inc.	05/21/2019	$260,415	$0	$260,415
PS18-05	Plant No. 2 Future Site Plan Development	Brown and Caldwell	05/22/2019	$122,389	$0	$122,389
PS18-11	ETAP Model Updates for Plant Nos 1 and 2	Brown and Caldwell	3/17/2020	$227,412	$0	$227,412
2017 Master Agreements for Collection Planning Studies						
	No Task Orders Issued to Date	--	--	--	--	--
2017 Master Agreements for CEQA Studies						
	No Task Orders Issued to Date	--	--	--	--	--
2018 Master Professional Design Service Agreements						
J-127	Natural Gas Pipelines Replacement at Plant Nos. 1 and 2	Black & Veatch	1/21/2019	$271,964	$0	$271,964
FE18-19	12KV Distribution Center B and East RAS Pump Station Roof Replacement	HDR Engineering, Inc.	09/16/2019	$74,771	$0	$74,771
FE18-15	Plant Boiler System Relief at Plant No. 2	IDS Group, Inc.	10/22/2019	$23,299	$0	$23,299
FR2-0013	Trickling Filter Sludge Pump Room Exhaust Fan Relocation at Plant No. 2	AECOM	11/6/2019	$75,120	$0	$75,120
FE18-14	Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	Dudek	11/6/2019	$108,308	$0	$108,308
FE18-16	Truck Loading Basement Drain Modifications at Plant No. 1	GHD, Inc.	12/4/2019	$70,130	$0	$70,130
P1-135	Digester Ferric Chloride Piping Replacement at Plant No. 1	Dudek	2/19/2020	$127,174	$0	$127,174
FE18-13	Redhill Relief Sewer Relocation at State Route 55	GHD, Inc.	3/27/2020	$168,612	$0	$168,612
			Total	$2,095,113	$125,632	$2,220,745

PART 3 – MASTER BUDGET PROJECTS

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

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

Capital Improvement Program Contract Performance Report
for Quarter Ending 03/31/2020
Table 5 - Planning Studies Status Report

Project Number	Project Name	Status	Allocated Budget
PS15-02	Edinger Pump Station Rehabilitation Study	Active	$ 971,000
PS15-06	Seismic Evaluation of Structures at Plant Nos. 1 and 2	Active	$ 3,860,000
PS15-08	Collections Capacity Evaluation Study	Active	$ 3,682,000
PS15-10	2017 Facilities Master Plan	Active	$ 3,850,000
PS16-01	Stormwater Master Plan	Active	$ 1,415,700
PS16-02	SCE Feed Reliability Improvements Study	Active	$ 293,000
PS17-03	Active Fault Location Study at Plant No. 2	Active	$ 1,300,000
PS17-08	CEQA - Facilities Master Plan	Active	$ 1,170,000
PS17-10	Emergency Overflow Weirs, Wing Wall Structural and Geotechnical Investigations	Active	$ 465,000
PS18-01	Asset Management Plan Development	Active	$ 420,000
PS18-05	Plant No. 2 Future Site Plan Development	Active	$ 217,000
PS18-06	Go/No-Go Lights and Signage	Active	$ 495,000
PS18-09	Ocean Outfall Condition Assessment and Scoping Study	Active	$ 3,340,000
PS18-11	ETAP Model Updates for Plant Nos 1 and 2	Active	$ 553,000
PS19-01	Digester 6 Pipe Stress Analysis at Plant No. 1	Active	$ 45,000
PS19-02	Circular Primary Clarifier Replacement Phasing Study at Plant No 1	Active	$ 53,000
Grand Total			**$ 22,129,700**
Number of Chartered Projects			16
Board Approved Program Budget			$ 28,652,000
Remaining Unallocated Budget			$ 6,522,300

Capital Improvement Program Contract Performance Report
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Table 6 - Research Program Status Report

Project Number	Project Name	Status	Allocated Budget
RE17-01	Operational Research Technical Support FY18-19	Active	$ 650,000
RE17-02	Biogas Scrubber Evaluation	Active	$ 865,000
RE17-03	Reliant Wet Well Wizard Test	Closed	$ 45,013
RE17-04	AquaNereda Aerobic Granular Sludge Process	Active	$ 242,000
RE17-05	Organica FCR Process	Active	$ 242,000
RE17-06	TWAS Pump Reliability Improvement Trials at Plant No. 2	Closed	$ 10,159
RE17-07	Super Oxygenation System Research at Seal Beach Pump Station	Closed	$ 80,000
RE18-01	Trickling Filter Bleach Test at Plant No. 1	Active	$ 140,000
RE18-02	Protein Matrix Demonstration Study at Plant No 1	Active	$ 310,000
Grand Total			**$ 2,584,172**
Number of Chartered Projects			9
Board Approved Program Budget			$ 8,500,000
Remaining Unallocated Budget			$ 5,915,828

Capital Improvement Program Contract Performance Report
for Quarter Ending 03/31/2020
Table 7 - Small Construction Projects Program Status Report

Project Number	Project Name	Status	Allocated Budget
FE10-21	Area 02 Craig Regional Park Manhole Improvements	Active	$ 1,358,999
FE14-05	Plant No. 1 Fleet Services UST Leak Remediation	Active	$ 1,487,311
FE15-07	Secondary Treatment and Plant Water VFD Replacement at Plant 1	Active	$ 3,319,600
FE15-10	East Lido Force Main Rehabilitation	Active	$ 2,228,000
FE16-06	Fuel Cell Facilities Demolition	Active	$ 900,000
FE16-10	East Basin Distribution Box Repair	Active	$ 1,021,960
FE16-11	Lane Channel Crossing	Active	$ 500,000
FE16-14	Slater Pump Station Valve Replacements	Active	$ 1,050,000
FE17-01	Carbon Canyon Pipeline Sag Repairs	Active	$ 783,000
FE17-03	Battery Storage System at Plant No. 1	Active	$ 571,000
FE17-05	Plant 1 ICS Network Extension	Active	$ 950,000
FE18-06	CenGen Instrument Air Compressors Replacement at Plant No. 1 and No. 2	Active	$ 1,450,000
FE18-08	West Trunk Bypass Sewer Realignment	Active	$ 98,000
FE18-11	Headworks Explosive Gas Monitoring Systems at Plant No. 1 and No. 2	Active	$ 335,000
FE18-12	Erosion Control at Santa Ana River and Hamilton Ave	Active	$ 245,000
FE18-13	Redhill Relief Sewer Relocation at State Route 55	Active	$ 1,540,000
FE18-14	Plant Water Pipeline Replacement in Kinnison, Lindstrom, and Scott Tunnels at Plant No. 2	Active	$ 1,425,000
FE18-15	Plant Boiler System Relief at Plant No. 2	Active	$ 180,000
FE18-16	Truck Loading Basement Drain Modifications at Plant No. 1	Active	$ 440,000
FE18-17	Trunkline Sampler Power Feed at Plant No 2	Active	$ 160,000
FE18-18	Portable Generator Connector at Lido Pump Station	Active	$ 106,000
FE18-19	12KV Distribution B and East RAS Pump Station Roofing Replacement	Active	$ 988,000
FE18-20	Blower Building No. 1 Air Compressors at Plant No. 1	Active	$ 1,200,000
FE19-01	Pump Station Portable Generator Connectors	Active	$ 1,990,000
FE19-02	Cengen Plant Water Pipe Replacement at Plant No. 1	Active	$ 825,000
FE19-04	Sunflower Pump Replacement at Plant No. 1	Active	$ 6,300,000
FE19-03	Trickling Filter Sludge and Scum Pumps Replacement at Plant No. 1	Active	$ 700,000
FE19-05	Engineering Trailer B Car Chargers at Plant No. 1	Active	$ 12,000
FE19-06	EPSA Motor Cooling Improvements at Plant No. 2	Active	$ 403,000
Grand Total			**$ 32,566,870**
Total Chartered Projects			29
Board Approved Program Budget			$ 53,250,000
Remaining Unallocated Budget			$ 20,683,130

Capital Improvement Program Contract Performance Report
for Quarter Ending 03/31/2020
Table 8 - Information Technology Capital Program Status Report

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

Capital Improvement Program Contract Performance Report
for Quarter Ending 03/31/2020
Table 9 - Operations & Maintenance Capital Program Status Report

Project Number	Project Name	Status	Allocated Budget
FR00001	SALS Hidrostal Pump	Active	$ 212,268
FR00002	Chopper Pump at Dig P P2	Active	$ 212,268
FR00008	Rag Bin Ramp Retrofit	Active	$ 33,038
FR00011	Westside Impeller / Line Replacement	Active	$ 108,368
SC16-01	Maint. Storage Area Tool Cage	Active	$ 12,000
SC17-01	CENGEN #1 Elevator Rehab	Active	$ 12,000
SC17-02	P1 CenGen Plant Water Piping Rehabilitation	Active	$ 250,000
SC17-03	CenGen Oil Filter Platform	Active	$ 260,000
SC17-04	P1 CenGen 12KV Circuit Breaker Replacement	Active	$ 220,000
SC17-05	Hidrostal Pump - TEFC Close Coupled Motor #2 (Pump for SALS)	Active	$ 261,260
SC17-06	P1 Lab UPS System Replacement	Active	$ 290,294
SC18-01	P1 Primary Clarifier Fall Protection Improvements	Active	$ 50,000
SC18-02	Joint Cen Gen Oil Centrifuge Heater & Controls Rehabilitation (MP-18)	Active	$ 120,000
SC18-03	P1 SALS Main Duty Pump & Motor and Installation - Remaining 2 (MP-524)	Active	$ 500,000
SC18-04	Edinger UPS Replacement (MP-444)	Active	$ 15,000
SC18-05	P1 Laboratory HVAC Boiler Burner Replacement At Plant No.1	Active	$ 400,461
SC18-06	Pump Station Bypass Parts - Procurement (MP-426)	Active	$ 500,000
SC18-08	MacArthur Pump Station - FM Valve Replacement	Active	$ 55,109
SC18-09	Admin Bldg UPS System Replacement	Active	$ 185,000
SC18-10	P2 South Scrubber Complex Bleach Pump Turndown (MP-420)	Active	$ 44,900
Grand Total			**$ 3,697,066**
Total Chartered Projects			20
Board Approved Program Budget			$ 15,622,000
Remaining Unallocated Budget			$ 11,880,034

PART 4 – SUPPLEMENTAL ENGINEERING SERVICES CONTRACT

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

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

Table 10 – Supplemental Engineering Services Contract Status

	Total Fees		Time	
Contract	$41,000,000		86 months [1]	
Actuals to Date	$19,987,641	49%	47 months	48%
Remaining	$21,012,359	51%	39 months	52%

[1] Assuming three 1-year extensions

Table 11 - Supplemental Engineering Services Labor Summary

	This Quarter	Inception to Date
Labor Hours	8,519	149,061
Full Time Equivalents	18.9	21.1
Labor Costs (no expenses)	$1,133,618	$19,568,496
Average Hourly Rate	$133	$131

Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1044 **Agenda Date:** 6/3/2020 **Agenda Item No:** 3.

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

SUBJECT:

TOSHIBA 12KV CIRCUIT BREAKER PURCHASE

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

A. Award a Purchase Order Contract to Superior Electric Motor Services for the purchase of eight Toshiba HVK 12kV circuit breakers for Plant No. 1 Electrical Distribution System, per Specification No. E-2020-1162BD, for a total amount not to exceed $195,072, including sales tax and freight; and

B. Approve a contingency of $9,754 (5%).

BACKGROUND

The Orange County Sanitation District (Sanitation District) Plant No. 1 Power Building 5 12 kV circuit breakers are over 20 years old and have reached the end of their useful life. The Toshiba VK type 1 circuit breakers currently in service are obsolete and no longer supported nor repairable by Toshiba's field service repair shop. Replacement parts are also not available. Toshiba redesigned the circuit breakers and changed their designation to HVK. The Toshiba HVK circuit breakers are the only circuit breakers compatible with 12 kV switchgear in Power Building 5.

RELEVANT STANDARDS

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

PROBLEM

Toshiba model VK circuit breakers have reached the end of their useful life. Preventive maintenance performed identified contact wear at their maximum allowable limit. Toshiba no longer supports repair services because parts are unavailable for these circuit breakers.

PROPOSED SOLUTION

Competitively bid and subsequently approve a purchase order to the lowest responsive and responsible bidder, for the purchase of eight new Toshiba HVK 12 kV circuit breakers for Plant No. 1 Power Building 5.

TIMING CONCERNS

The replacement of 12 kV circuit breakers are required for reliably switching power to the Plant No. 1 Digester Facilities. A delay in procurement may impact the ability to switch power from multiple sources due to risk of a circuit breaker failure which impacts reliability for processing solids.

RAMIFICATIONS OF NOT TAKING ACTION

Failure to act increases the risk of circuit breaker failure resulting in a disruption of power distribution throughout Plant No. 1, impacting process and our ability to treat wastewater.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

Six bids were received. Below are the responsive bidders and their corresponding bids plus additional sales tax. The lowest responsive and responsible bidder is Superior Electric Motor Services.

Bidder	Amount of Bid Plus Sales Tax
Superior Electric Motor Services	$195,071.40
Turtle & Hughes	$200,535.00
Romac Supply	$201,405.00
Sulzer EMS	$212,527.95
CHW Enterprises, Inc.	$227,191.80
B&H International	$247,478.68

CEQA

N/A

FINANCIAL CONSIDERATIONS

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

Date of Approval	Contract Amount	Contingency
06/24/2020	$195,072	$9,754 (5%)

ATTACHMENT

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

N/A

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1077 **Agenda Date:** 6/3/2020 **Agenda Item No:** 4.

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

SUBJECT:

12KV DISTRIBUTION CENTER B AND EAST RAS PUMP STATION ROOFING REPLACEMENT, PROJECT NO. FE18-19R

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

A. Receive and file Bid Tabulations and Recommendation for O'Connell Engineering & Construction, Inc. for 12kV Distribution Center B and East RAS Pump Station Roofing Replacement, Project No. FE18-19R;

B. Award a Construction Contract to O'Connell Engineering & Construction, Inc. for 12kV Distribution Center B and East RAS Pump Station Roofing Replacement, Project No. FE18-19R, for a total amount not to exceed $674,800; and

C. Approve a contingency of $67,480 (10%).

BACKGROUND

The 12kV Distribution Center B and East RAS Pump Station buildings provide electrical power to critical operating facilities at the Orange County Sanitation District (Sanitation District) Plant No. 2.

RELEVANT STANDARDS

- Comply with California Public Contract Code Section 20103.8, award construction contract to lowest responsive, responsible bidder
- Maintain a proactive asset management program
- Protect Orange County Sanitation District assets

PROBLEM

The 12kV Distribution Center B and East RAS Pump Station buildings were built in 1977 and are currently experiencing roof leaks. Staff has been protecting electrical equipment using temporary measures.

PROPOSED SOLUTION

Award 12kV Distribution Center B and East RAS Pump Station Roofing Replacement, Project No. FE18-19R. This project will replace the roofing on two buildings, repair cracks on the concrete roof structure, and other related improvements.

TIMING CONCERNS

Delaying the construction contract will directly lengthen the time that a leaking roof could cause damage to electrical equipment.

RAMIFICATIONS OF NOT TAKING ACTION

Electrical equipment will continue to be at risk of damage.

PRIOR COMMITTEE/BOARD ACTIONS

April 2020 - The Board of Directors rejected the single low bid received as non-responsive and authorized the Purchasing Manager to conduct a Negotiated Procurement for a construction contract for 12kV Distribution B and East RAS Pump Station Roofing Replacement, Project No. FE 18-19, in accordance with Purchasing Ordinance No. OCSD-52.

ADDITIONAL INFORMATION

The Sanitation District advertised 12kV Distribution Center B and East RAS Pump Station Roofing Replacement, Project No. FE18-19, for bids on January 10, 2020. A single, sealed bid was received on February 13, 2020. After evaluation, the bid was found to be non-responsive. In April 2020, the Board of Directors rejected the bid as non-responsive and authorized the Purchasing Manager to conduct a Negotiated Procurement.

On April 24, 2020, the Sanitation District requested bids from four contractors and two sealed bids were received on May 7, 2020. A summary of the bid opening follows:

Engineer's Estimate	$662,100

Bidder	Amount of Bid
O'Connell Engineering & Construction, Inc.	$674,800
W.M. Lyles Co.	$711,000

CEQA

The project is exempt from CEQA under the Class 1 categorical exemptions set forth in California Code of Regulations Section 15301 because the project involves repairs, replacement, and or minor alteration of existing facilities involving no expansion of use or capacity. A Notice of Exemption will be filed with the OC Clerk-Recorder after the Sanitation District's Board of Directors approves the construction contract.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted (Budget Update, FY 2019-20, Appendix , Page A-8, Small Construction Projects Program, Project M-FE) 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:

- Construction Contract

PART A
CONTRACT AGREEMENT

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CONTRACT AGREEMENT

ORANGE COUNTY SANITATION DISTRICT

PROJECT NO. FE18-19R

12KV DISTRIBUTION CENTER B AND EAST RAS PUMP STATION ROOF REPLACEMENT

THIS AGREEMENT is made and entered into, to be effective, this , by and between , hereinafter referred to as "CONTRACTOR" and the Orange County Sanitation District, hereinafter referred to as "OCSD".

WITNESSETH

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

SECTION – 1 GENERAL CONDITIONS

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

A. Contract Documents Order of Precedence

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

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

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

b. The Contract Documents calling for the higher quality material or workmanship shall prevail. Materials or Work described in words, which so applied, have a well known technical or trade meaning shall be deemed to refer to such recognized standards. In the event of any discrepancy between any Drawings and the figures thereon, the figures shall be taken as correct.

c. Scale Drawings, full-size details, and Specifications are intended to be fully complementary and to agree. Should any discrepancy between Contract Documents come to the CONTRACTOR's attention, or should an error occur in the efforts of others, which affect the Work, the CONTRACTOR shall notify the ENGINEER, in writing, at once. In the event any doubts or questions arise with respect to the true meaning of the Contract Documents, reference shall be made to the ENGINEER whose written decision shall be final. If the CONTRACTOR proceeds with the Work affected without written instructions from the ENGINEER, the CONTRACTOR shall be fully responsible for any resultant damage or defect.

d. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to OCSD's ENGINEER, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR's own risk and expense. The decision of the ENGINEER shall be final.

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

B. Definitions

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

SECTION – 2 MATERIALS AND LABOR

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

SECTION – 3 PROJECT

The Project is described as:

PROJECT NO. FE18-19R

12KV DISTRIBUTION CENTER B AND EAST RAS PUMP STATION ROOF REPLACEMENT

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SECTION – 4 PLANS AND SPECIFICATONS

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

PROJECT NO. FE18-19R

12KV DISTRIBUTION CENTER B AND EAST RAS PUMP STATION ROOF REPLACEMENT

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

SECTION – 5 TIME OF COMMENCEMENT AND COMPLETION

CONTRACTOR agrees to commence the Project within 15 calendar days from the date set forth in the "Notice to Proceed" sent by OCSD, unless otherwise specified therein and shall diligently prosecute the Work to completion within three hundred forty (340) calendar days from the date of the "Notice to Proceed" issued by OCSD, excluding delays caused or authorized by OCSD as set forth in Sections 7, 8, and 9 hereof, and applicable provisions in the General Conditions. The time for completion includes seven (7) calendar days determined by OCSD likely to be inclement weather when CONTRACTOR will be unable to work.

SECTION – 6 TIME IS OF THE ESSENCE

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

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and, in general, all matters representing the timely and orderly conduct of the Work of CONTRACTOR on the premises.

SECTION – 7 EXCUSABLE DELAYS

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

SECTION – 8 EXTRA WORK

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

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

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SECTION – 9 CHANGES IN PROJECT

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

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

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

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

SECTION – 10 LIQUIDATED DAMAGES FOR DELAY

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

SECTION – 11 CONTRACT PRICE AND METHOD OF PAYMENT

A. OCSD agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in approved Change Orders, the sum of as itemized on the Attached Exhibit "A".

   Upon satisfaction of the conditions precedent to payment set forth in the General Requirements, Additional General Requirements and General Conditions (including but not limited to Sections entitled "Mobilization Payment Requirements" and "Payment

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Itemized Breakdown of Contract Lump Sum Prices"), there shall be paid to the CONTRACTOR an initial Net Progress Payment for mobilization. OCSD shall issue at the commencement of the job a schedule which shows:

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

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

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

B. As used in this Section, the following defined terms shall have the following meanings:

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

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

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

SECTION – 13 COMPLETION

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

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

SECTION – 14 CONTRACTOR'S EMPLOYEES COMPENSATION

A. Davis-Bacon Act:

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

B. General Prevailing Rate:

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 the same are on file in the Office of the ENGINEER of OCSD. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this public works Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OCSD will have on file copies of the prevailing rate of per diem wages at its principal office and at each job site, which shall be made available to any interested party upon request.

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C. Forfeiture for Violation:

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

D. Apprentices:

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

E. Workday:

In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (B) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to 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 calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

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F. Registration; Record of Wages; Inspection:

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

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

SECTION – 15 SURETY BONDS

CONTRACTOR shall, before entering upon the performance of this Contract, furnish Bonds approved by OCSD's General Counsel – one in the amount of one hundred percent (100%) of the Contract amount, to guarantee the faithful performance of the Work, and the other in the amount of one hundred percent (100%) of the Contract amount to guarantee payment of all claims for labor and materials furnished. As changes to the Contract occur via approved Change Orders, the CONTRACTOR shall assure that the amounts of the Bonds are adjusted to maintain 100% of the Contract Price. This Contract shall not become effective until such Bonds are supplied to and approved by OCSD. Bonds must be issued by a Surety authorized by the State Insurance Commissioner to do business in California. The Performance Bond shall remain in full force and effect through the warranty period, as specified in Section 19 below. All Bonds required to be submitted relating to this Contract must comply with California Code of Civil Procedure Section 995.630. Each Bond shall be executed in the name of the Surety insurer under penalty of perjury, or the fact of execution of each Bond shall be duly acknowledged before an officer authorized to take and certify acknowledgments, and either one of the following conditions shall be satisfied:

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

B. A copy of a valid power of attorney is attached to the Bond.

SECTION – 16 INSURANCE

CONTRACTOR shall purchase and maintain, for the duration of the Contract, insurance against claims for injuries to persons, or damages to property which may arise from or in connection with the performance of the Work hereunder, and the results of that Work by CONTRACTOR, its agents, representatives, employees, or Subcontractors, in amounts equal to the requirements set forth below. CONTRACTOR shall not commence Work under this Contract until all insurance required under this Section is obtained in a form acceptable to OCSD, nor shall CONTRACTOR allow any Subcontractor to commence Work on a subcontract until all insurance required of the Subcontractor has been obtained. CONTRACTOR shall maintain all of the foregoing insurance coverages in force through the point at which the Work under this Contract is fully completed and accepted by OCSD pursuant to the provisions of the General Conditions, “Final Acceptance and Final Completion”. Furthermore, CONTRACTOR shall maintain all of the foregoing insurance coverages in full force and effect throughout the warranty period, commencing on the date of Final Acceptance. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of OCSD by CONTRACTOR under Section 17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, inclusive of all changes to the Contract Documents made in accordance with the provisions of the General Conditions, “Request for Change (Changes at CONTRACTOR’s Request)” and/or “OWNER Initiated

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Changes", the following insurance in amounts not less than the amounts specified. OCSD reserves the right to amend the required limits of insurance commensurate with the CONTRACTOR's risk at any time during the course of the Project. No vehicles may enter OCSD premises/worksite without possessing the required insurance coverage. CONTRACTOR's insurance shall also comply with all insurance requirements prescribed by agencies from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Parties"), The Special Provisions may list such requirements and sample forms and requirements from such Third Parties may be included in an attachment to the General Requirements. CONTRACTOR bears the responsibility to discover and comply with all requirements of Third Parties, including meeting specific insurance requirements, that are necessary for the complete performance of the Work. To the extent there is a conflict between the Third Parties' insurance requirements and those set forth by OCSD herein, the requirement(s) providing the more protective coverage for both OSCD and the Third Parties shall control and be purchased and maintained by CONTRACTOR.

A. Limits of Insurance

1. General Liability: Two Million Dollars ($2,000,000) per occurrence and a general aggregate limit of Four Million Dollars ($4,000,000) for bodily injury, personal injury and property damage. Coverage shall include each of the following:

   a. Premises-Operations.

   b. Products and Completed Operations, with limits of at least Two Million Dollars ($2,000,000) per occurrence and a general aggregate limit of Four Million Dollars ($4,000,000) which shall be in effect at all times during the warranty period set forth in the Warranty section herein, and as set forth in the General Conditions, "Warranty (CONTRACTOR's Guarantee)", plus any additional

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extension or continuation of time to said warranty period that may be required or authorized by said provisions.

c. Broad Form Property Damage, expressly including damage arising out of explosion, collapse, or underground damage.

d. Contractual Liability, expressly including the indemnity provisions assumed under this Contract.

e. Separation of Insured Clause, providing that coverage applies separately to each insured, except with respect to the limits of liability.

f. Independent CONTRACTOR's Liability.

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

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

h. If divers will be used, the General Liability insurance will be endorsed to cover marine liability or its equivalent to cover the usage of divers.

2. Automobile Liability: The CONTRACTOR shall maintain a policy of Automobile Liability Insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limits of liability coverage:

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Either (1) a combined single limit of One Million Dollars ($1,000,000) and a general aggregate limit of One Million Dollars ($1,000,000) for bodily injury, personal injury and property damage;

Or alternatively, (2) One Million Dollars ($1,000,000) per person for bodily injury and One Million Dollars ($1,000,000) per accident for property damage.

3. Umbrella Excess Liability: The minimum limits of general liability and automobile liability insurance required, as set forth above, shall be provided for either in a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.

4. Drone Liability Insurance: If a drone will be used, drone liability insurance must be maintained by CONTRACTOR in the amount of One Million Dollars ($1,000,000) in a form acceptable by OCSD.

5. Worker's Compensation/Employer's Liability: CONTRACTOR shall provide such Worker's Compensation Insurance as required by the Labor Code of the State of California, including employer's liability with a minimum limit of One Million Dollars ($1,000,000) per accident for bodily injury or disease. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage with regard to Jones Act claims.

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

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

6. Pollution Liability Insurance: CONTRACTOR shall purchase and maintain insurance for pollution liability covering bodily injury, property damage (including loss of use of damaged property or property that has not been physically injured or destroyed), cleanup costs, and defense costs (including costs and expenses for investigation, defense, or settlement of claims). Coverage shall carry limits of at least One Million Dollars ($1,000000) and shall apply to sudden and non-sudden pollution conditions (including sewage spills), both at the site or needed due to migration of pollutants from the site, resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants or pollutants.

If CONTRACTOR provides coverage written on a claims-made basis, OCSD has the right to approve or reject such coverage in its own discretion. If written on a claims-

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made basis, the CONTRACTOR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two years beginning from the time that the Project under this Contract is completed.

7. Limits are Minimums: If CONTRACTOR maintains higher limits than the minimums shown in this Section, OCSD requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

1. Each such policy of General Liability Insurance and Automobile Liability Insurance shall be endorsed to contain, the following provisions:

   a. OCSD, its Directors, officers, agents, CONSULTANTS, and employees, and all public agencies from whom permits will be obtained, and their Directors, officers, agents, and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of CONTRACTOR at or from any of the sites of OCSD in connection with this Contract, or acts and omissions of the additional insured in connection with its general supervision or inspection of said operations related to this Contract.

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

2. 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 by certified mail, return receipt requested, and that coverage shall not be cancelled for non-payment of premium except after ten (10) days prior written notice by certified mail, return receipt requested. Should there be changes in coverage or an increase in deductible or SIR amounts, CONTRACTOR undertakes to procure a manuscript endorsement from its insurer giving 30 days prior notice of such an event to OCSD, or to have its insurance broker/agent send to OCSD a certified letter describing the changes in coverage and any increase in deductible or SIR amounts. The certified letter must be sent Attention: Risk Management and shall be received not less than twenty (20) days prior to the effective date of the change(s). The letter must be signed by a Director or Officer of the broker/agent and must be on company letterhead, and may be sent via e-mail in pdf format.

3. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782(b).

4. If required by a public agency from whom permit(s) will be obtained, each policy of General Liability Insurance and Automobile Liability Insurance shall be endorsed to specify by name the public agency and its legislative members, officers, agents, CONSULTANTS, and employees, to be additional insureds.

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D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

CONTRACTOR shall be responsible to establish insurance requirements for any Subcontractors hired by CONTRACTOR. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subcontractor’s operations and work. OCSD and any public agency issuing permits for the Project must be named as “Additional Insured” on any General Liability or Automobile Liability policy obtained by a Subcontractor. The CONTRACTOR must obtain copies and maintain current versions of

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all Subcontractors' policies, Certificate of Liability and mandatory endorsements effecting coverage. Upon request, CONTRACTOR must furnish OCSD with the above referenced required documents.

G. Required Forms and Endorsements

1. Required ACORD Form

   a. Certificate of Liability Form 25

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

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

   a. Commercial General Liability — Form CG-0001 10 01

   b. Additional Insured Including Products-Completed Operations — Form CG-2010 10 01 **and** Form CG-2037 10 01

   c. Waiver of Transfer of Rights of Recovery Against Others to Us/ Waiver of Subrogation — Form CG-2404 11 85; **or** Form CG-2404 10 93

3. Required State Compensation Insurance Fund Endorsements

   a. Waiver of Subrogation — Endorsement No. 2570

   b. Cancellation Notice — Endorsement No. 2065

4. Additional Required Endorsements

   a. Notice of Policy Termination — Manuscript Endorsement

5. Pollution Liability Endorsements

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

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OCSD, its directors, officers, agents, CONSULTANTS and employees and all public agencies from whom permits will be obtained as well as their directors, officers, agents, and employees shall be included as insureds under the policy. Any additional insured endorsement shall contain language at least as broad as the coverage language contained in ISO form CG 20 10 11 85 or alternatively in both CG 20 10 10 01 and CG 20 37 10 01 together.

SECTION – 17 RISK AND INDEMNIFICATION

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

SECTION – 18 TERMINATION

This Contract may be terminated in whole or in part in writing by OCSD in the event of substantial failure by the CONTRACTOR to fulfill its obligations under this Agreement, or it may be terminated by OCSD for its convenience provided that such termination is effectuated in a manner and upon such conditions set forth more particularly in General Conditions, “Termination for Default” and/or “Termination for Convenience”, provided that no termination may be effected unless proper notice is provided to CONTRACTOR at the time and in the manner provided in said General Conditions. If termination for default or convenience is effected by OCSD, an equitable adjustment in the price provided for in this Contract shall be made at the time and in the manner provided in the General Conditions, “Termination for Default” and “Termination for Convenience”.

SECTION – 19 WARRANTY

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

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

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

SECTION – 20 ASSIGNMENT

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

SECTION – 21 RESOLUTION OF DISPUTES

OCSD and the CONTRACTOR shall comply with the provisions of California Public Contract Code Section 20104 et. seq., regarding resolution of construction claims for any Claims which

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arise between the CONTRACTOR and OCSD, as well as all applicable dispute and Claims provisions as set forth in the General Conditions and as otherwise required by law.

SECTION – 22 SAFETY & HEALTH

CONTRACTOR shall comply with all applicable safety and health requirements mandated by federal, state, city and/or public agency codes, permits, ordinances, regulations, and laws, as well as these Contract Documents, including but not limited to the General Requirements, Section entitled "Safety" and Exhibit B OCSD Safety Standards.

SECTION – 23 NOTICES

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

TO OCSD:	Orange County Sanitation District 10844 Ellis Avenue Fountain Valley, California 92708-7018 Attn: Clerk of the Board
Copy to:	Orange County Sanitation District 10844 Ellis Avenue Fountain Valley, California 92708-7018 Attn: Construction Manager Bradley R. Hogin, Esquire Woodruff, Spradlin & Smart 555 Anton Boulevard Suite 1200 Costa Mesa, California 92626
TO CONTRACTOR:	[Contractor's Name] [Contractor's Address]
Copy to:	[Contractor's Representative's Name and Title] [Contractor's Address]

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

CONTRACTOR:

By_____

_____
Printed Name

Its_____

CONTRACTOR's State License No. (Expiration Date –)

OCSD: Orange County Sanitation District

By_____
David John Shawver
Board Chairman

By_____
Kelly A. Lore
Clerk of the Board

By_____
Ruth Zintzun
Purchasing & Contracts Manager

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EXHIBIT A
SCHEDULE OF PRICES

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EXHIBIT A
SCHEDULE OF PRICES

EXA-1 BASIS OF COMPENSATION

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

EXA-2 PROGRESS PAYMENTS

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

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

EXA-3 RETENTION AND ESCROW ACCOUNTS

A. Retention:

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

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B. Substitution of Securities:

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

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

C. Release of Retention:

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

D. Additional Deductibles:

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

1. Liquidated Damages that have occurred as of the date of the application for progress payment;

2. Deductions from previous progress payments already paid, due to OCSD’s discovery of deficiencies in the Work or non-compliance with the Specifications or any other requirement of the Contract;

3. Sums expended by OCSD in performing any of the CONTRACTOR’S obligations under the Contract that the CONTRACTOR has failed to perform, and;

4. Other sums that OCSD is entitled to recover from the CONTRACTOR under the terms of the Contract, including without limitation insurance deductibles and assessments.

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

EXA-4 STOP PAYMENT NOTICE

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

EXA-5 PAYMENT TO SUBCONTRACTORS

Requirements

1. The CONTRACTOR shall pay all Subcontractors for and on account of Work performed by such Subcontractors, not later than seven (7) days after receipt of each progress payment as required by the California Business and Professions Code §7108.5. Such payments to Subcontractors shall be based on the measurements and estimates made pursuant to article progress payments provided herein.

2. Except as specifically provided by law, the CONTRACTOR shall pay all Subcontractors any and all retention due and owing for and on account of Work performed by such Subcontractors not later than seven (7) days after CONTRACTOR'S receipt of said retention proceeds from OCSD as required by the California Public Contract Code §7107.

EXA-6 PAYMENT OF TAXES

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

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EXA-7 FINAL PAYMENT

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

1. Prior to Final Acceptance, the CONTRACTOR shall prepare and submit an application for Final Payment to OCSD, including:

   a. The proposed total amount due the CONTRACTOR, segregated by items on the payment schedule, amendments, Change Orders, and other bases for payment;

   b. Deductions for prior progress payments;

   c. Amounts retained;

   d. A conditional waiver and release on final payment for each Subcontractor (per Civil Code Section 8136);

   e. A conditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8136);

   f. List of Claims the CONTRACTOR intends to file at that time or a statement that no Claims will be filed,

   g. List of pending unsettled claims, stating claimed amounts, and copies of any and all complaints and/or demands for arbitration received by the CONTRACTOR; and

   h. For each and every claim that resulted in litigation or arbitration which the CONTRACTOR has settled, a conformed copy of the Request for Dismissal with prejudice or other satisfactory evidence the arbitration is resolved.

2. The application for Final Payment shall include complete and legally effective releases or waivers of liens and stop payment notices satisfactory to OCSD, arising out of or filed in connection with the Work. Prior progress payments shall be subject to correction in OCSD’s review of the application for Final Payment. Claims filed with the application for Final Payment must be otherwise timely under the Contract and applicable law.

3. Within a reasonable time, OCSD will review the CONTRACTOR’S application for Final Payment. Any recommended changes or corrections will then be forwarded to the CONTRACTOR. Within ten (10) calendar days after receipt of recommended changes from OCSD, the CONTRACTOR will make the changes, or list Claims that will be filed as a result of the changes, and shall submit the revised application for Final Payment. Upon

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acceptance by OCSD, the revised application for Final Payment will become the approved application for Final Payment.

4. If no Claims have been filed with the initial or any revised application for Final Payment, and no Claims remain unsettled within thirty-five (35) calendar days after Final Acceptance of the Work by OCSD, and agreements are reached on all issues regarding the application for Final Payment, OCSD, in exchange for an executed release, satisfactory in form and substance to OCSD, will pay the entire sum found due on the approved application for Final Payment, including the amount, if any, allowed on settled Claims.

5. The release from the CONTRACTOR shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of OCSD are specifically reserved, and shall release and waive all unreserved Claims against OCSD and its officers, directors, employees and authorized representatives. The release shall be accompanied by a certification by the CONTRACTOR that:

   a. It has resolved all Subcontractors, Suppliers and other Claims that are related to the settled Claims included in the Final Payment;

   b. It has no reason to believe that any party has a valid claim against the CONTRACTOR or OCSD which has not been communicated in writing by the CONTRACTOR to OCSD as of the date of the certificate;

   c. All warranties are in full force and effect, and;

   d. The releases and the warranties shall survive Final Payment.

6. If any claims remain open, OCSD may make Final Payment subject to resolution of those claims. OCSD may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the sum of the amounts of the open claims, and one hundred twenty-five percent (125%) of the amounts of open stop payment notices referred to in article entitled stop payment notices herein.

7. The CONTRACTOR shall provide an unconditional waiver and release on final payment from each Subcontractor and Supplier providing Work under the Contract (per Civil Code Section 8138) and an unconditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8138) within thirty (30) days of receipt of Final Payment.

EXA-8 DISCOVERY OF DEFICIENCIES BEFORE AND AFTER FINAL PAYMENT

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

1. The true and correct amount payable for the Work is different from that previously accepted;

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2. The previously-accepted Work did not in fact conform to the Contract requirements, or;

3. A previous payment or portion thereof for Work was improperly made.

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

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ATTACHMENT 1 – CERTIFICATION FOR REQUEST FOR PAYMENT

I hereby certify under penalty of perjury as follows:

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

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

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

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

1. The amounts requested are only for performance in accordance with the Specifications, terms, and conditions of the Contract;

2. Payments to Subcontractors and Suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification;

3. This request for progress payments does not include any amounts which the prime CONTRACTOR intends to withhold or retain from a Subcontractor or Supplier in accordance with the terms and conditions of the subcontract; and

4. This certification is not to be construed as Final Acceptance of a Subcontractor's performance.

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_____
Name

_____
Title

_____
Date

ATTACHMENT 2 – SCHEDULE OF PRICES

To be inserted at the time of contract award

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Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1032 **Agenda Date:** 6/3/2020 **Agenda Item No:** 5.

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

SUBJECT:

HEADQUARTERS COMPLEX SITE PREPARATION, PROJECT NO. P1-128C

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

A. Consider the Fountain Valley Crossings Specific Plan Program Environmental Impact Report (State Clearinghouse No. 2015101042) that evaluated the total buildout of the Specific Plan area with a goal of revitalizing the existing light industrial use;

B. Consider, receive, and file the Initial Study/Addendum for the Administrative Headquarters Building, Project for P1-128, dated December 2019 to the City of Fountain Valley's Program Environmental Impact Report for the Fountain Valley Crossings Specific Plan to demolish five warehouse buildings, construct and operate an administrative headquarters building, pedestrian bridge, signage, landscaping, lighting, and surface parking lot in the City of Fountain Valley;

C. Receive and file Bid Tabulation and Recommendation for Headquarters Complex Site Preparation, Project No. P1-128C;

D. Accept the formal bid withdrawal request received on March 13, 2020 from the initial lowest bidder, Interior Demolition, Inc.;

E. Reject the bid from the second apparent low bidder AMPCO North, Inc. as non-responsive;

F. Award a Demolition Contract to Resource Environmental, Inc. for Headquarters Complex Site Preparation, Project No. P1-128C, for a total amount not to exceed $1,555,000; and

G. Approve a contingency of $155,500 (10%).

BACKGROUND

The Orange County Sanitation District (Sanitation District) is replacing the existing Administration Building and other buildings at Plant No. 1 with a new Headquarters complex north of Ellis Avenue across from Plant No. 1.

RELEVANT STANDARDS

- Comply with California Public Contract Code Section 20103.8, award a construction contract to lowest responsive, responsible bidder.

PROBLEM

Existing buildings on the site north of Ellis Avenue need to be demolished for construction of the Headquarters Complex. The main construction project will take longer to complete if these buildings are not demolished in advance.

PROPOSED SOLUTION

Award a separate demolition contract in advance of the main construction contract for the Headquarters Complex. This contract will demolish four of the five buildings on the site. The fifth building is currently occupied by a tenant and does not need to be demolished until near the end of the main construction project.

TIMING CONCERNS

Delaying the demolition of these buildings might delay construction of the Headquarters Complex.

RAMIFICATIONS OF NOT TAKING ACTION

If the demolition is not completed in advance under a separate contract, the overall completion of the Headquarters Complex will be delayed by requiring the future Headquarters Complex construction contractor to perform the demolition.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

The Sanitation District advertised Project No. P1-128C for bids on January 30, 2020 and six sealed bids were received on March 10, 2020. A summary of the bid opening follows:

Engineer's Estimate	$ 2,475,000
Bidder	Amount of Bid
Interior Demolition, Inc.	$ 800,000
AMPCO North, Inc.	$ 1,094,000
Resource Environmental, Inc.	$ 1,555,000
GGG Demolition, Inc.	$ 1,725,000
American Wrecking, Inc.	$ 1,727,000
Nationwide Contracting Services, Inc., dba Nationwide General Construction Services	$ 3,119,306

Consistent with the requirements of Public Contract Code Section 5100 et seq., the apparent low Bidder, Interior Demolition, Inc. (Interior Demolition), informed Sanitation District staff that it had discovered a mathematical clerical error in its bid, that the error affected its final bid price, that it could not absorb the cost of the error, and that it wished to withdraw its bid. Staff recommends accepting Interior Demolition's bid withdrawal request.

Sanitation District staff evaluated the second low Bidder, AMPCO North, Inc. (AMPCO), and determined that its accident frequency factor was above the Sanitation District's required limit of 1.25 or below. Sanitation District staff informed AMPCO of its findings through the clarification process and set the deadline for its response. AMPCO did not respond by the deadline. Therefore, staff recommends rejecting AMPCO's bid as non-responsive.

Staff evaluated the third low bidder, Resource Environmental, Inc., and determined the bid to be responsive and responsible. Staff reviewed the Engineer's Estimate to determine the discrepancy with the low bid. It was determined that the Engineer's Estimate included conservative assumptions regarding the removal of waste materials. As the contract requires a 75% recycling of waste generated, this cost can vary greatly depending on the current market and the capability of the Contractor to resell their waste materials. Considering that there are several bids within the same range of the lowest responsive, responsible bidder, staff believes that the bid is valid.

The bids were evaluated in accordance with the Sanitation District's policies and procedures. A notice was sent to all bidders on May 5, 2020 informing them of the intent of Sanitation District staff to recommend award of the Demolition Contract to Resource Environmental, Inc.

Staff recommends awarding a Demolition Contract to the lowest responsive, responsible bidder, Resource Environmental, Inc., for a total amount not to exceed $1,555,000.

CEQA

On January 23, 2018, the City of Fountain Valley certified the Program Environmental Impact Report for the Fountain Valley Crossings Specific Plan (State Clearinghouse No. 2015101042) that evaluated the total buildout of the Specific Plan area with a goal of revitalizing the existing light industrial use.

Following that, the Sanitation District prepared an Initial Study/Addendum for the Administrative Headquarters Building, Project No. P1-128, dated December 2019, to the City's Program Environmental Impact Report. The addendum concluded that no further environmental review was required. (Public Resources Code Section 21166; CEQA Guidelines Sections 15162 and 15164.)

A Notice of Determination will be filed with the Orange County Clerk-Recorder after the Sanitation District Board approval of the construction contract for the Headquarters Complex Site Preparation, Project No. P1-128C.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted (FY 2019-20 Budget Update, Appendix A, Page A-8, Headquarters

Complex, Project No. P1-128) and the budget is sufficient for this action.

ATTACHMENT

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

- Initial Study/Addendum to the Program Environmental Impact Report for the Fountain Valley Crossings Specific Plan, dated December 2019
- City of Fountain Valley's Program Environmental Impact Report for the Fountain Valley Crossings Specific Plan. Document may be found at the following link: <https://www.fountainvalley.org/1278/Fountain-Valley-Crossings>
- P1-128C Construction Contract

TG:dm:gc

INITIAL STUDY/ADDENDUM

ADMINISTRATIVE HEADQUARTERS BUILDING PROJECT

PROJECT NO. P1-128

Prepared for:

Orange County Sanitation District
Sanitation District Plant No. 1
10844 Ellis Avenue
Fountain Valley, CA 92708

Prepared by:

LSA
20 Executive Park, Suite 200
Irvine, CA 92614
(949) 553-0666

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APPENDICES

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B: Summary of Mitigation Measures

LIST OF ACRONYMS AND ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AAQS	ambient air quality standard
AB	Assembly Bill
acre-ft/yr	acre-feet per year
ACM	asbestos-containing material
AELUP	Airport Environs Land Use Plan
AFIP	Administrative Facilities Implementation Plan
APN	Assessor's Parcel Number
AQMP	air quality management plan
BMPs	Best Management Practices
Cal/OSHA	California Occupational Safety and Health Administration
CalEEMod	California Emission Estimator Model
CalGreen	California Green Building Standards Code
California Register	California Register of Historical Resources
CalRecycle	California Department of Resources Recycling and Recovery
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CBC	California Building Code
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CH_4	methane
Channel	Fountain Valley Channel
CHRIS	California Historical Resources Information System
City	City of Fountain Valley
CMA	Congestion Management Agency
CMP	Congestion Management Program
CO	carbon monoxide
CO_2	carbon dioxide

CO_2e	carbon dioxide equivalent
County	County of Orange
CREC	controlled recognized environmental condition
dB	decibel
dBA	A-weighted decibel
DOC	Department of Conservation
EIR	Environmental Impact Report
EPA	United States Environmental Protection Agency
ESA	Environmental Site Assessment
FIRM	Flood Insurance Rate Map
ft	foot/feet
FVCSP	Fountain Valley Crossings Specific Plan, or Specific Plan
FVFD	Fountain Valley Fire Department
FVPD	Fountain Valley Police Department
FVSD	Fountain Valley School District
GAP	Green Acres Project
GHG	greenhouse gas
gpd	gallons per day
GWh	gigawatt hour
HBM	hazardous building materials
HBUHSD	Huntington Beach Union High School District
HCP	Habitat Conservation Plan
HCP	Habitat Conservation Plan
HFCs	hydrofluorocarbons
HREC	historical recognized environmental condition
HRI	Historical Resources Inventory
HVAC	heating, ventilation, and air conditioning
I-405	Interstate 405
LBP	lead-based paint
lbs	pounds
LEED	(United States Green Building Council) Leadership in Energy and

	Environmental Design
L_{eq}	equivalent continuous sound level
LID	Low Impact Development
LOS	level-of-service
MBTA	Migratory Bird Treaty Act
MM	Mitigation Measure
MRF	Materials Recovery Facility
MRZ	Mineral Resource Zones
MWD	Metropolitan Water District of Southern California
MWDOC	Municipal Water District of Orange County
NAHC	Native American Heritage Commission
National Register	National Register of Historic Places
NCCP	Natural Community Conservation Plan
NO_X	nitrogen oxides
NPDES	National Pollutant Discharge Elimination System
O_3	ozone
OCPL	Orange County Public Libraries
OCSD	Orange County Sanitation District
OCTA	Orange County Transportation Authority
OCWD	Orange County Water District
OHP	Office of Historic Preservation
Pb	lead
PCBs	polychlorinated biphenyls
PFCs	perfluorocarbons
Phase I ESA	Phase I Environmental Site Assessment Phase I Environmental Site Assessment Phase I Environmental Site Assessment
Plant No. 1	OCSD's Reclamation Plant No. 1
PM_{10}	particulate matter
$PM_{2.5}$	fine particulate matter
PRC	Public Resources Code
Project	Administrative Headquarters Building Project, Project No. P1-128

REC	recognized environmental condition
ROG	reactive organic gases
RTP/SCS	Regional Transportation Plan/Sustainable Communities Strategy
RWQCB	Regional Water Quality Control Board
SB	Senate Bill
SC	Standard Condition
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCCIC	South Central Coastal Information Center
SCE	Southern California Edison
SCG	Southern California Gas Company
sf	square foot/square feet
SF6	sulfur hexafluoride
SH	Seismic Hazard
SO_2	sulfur dioxide
SP	Specific Plan
Specific Plan	Fountain Valley Crossings Specific Plan, or FVCSP
Specific Plan EIR	Specific Plan Environmental Impact Report
SWP	Colorado River and State Water Project
SWPPP	Storm Water Pollution Prevention Plan
TAC	toxic air contaminant
TDM	Transportation Demand Management
thm	therms
TIA	Transportation Impact Analysis
tpd	tons per day
USFWS	United States Fish and Wildlife Service
VMT	vehicle miles traveled
VOC	volatile organic compounds
Working Group	GHG CEQA Significance Threshold Stakeholder Working Group
WQMP	Water Quality Management Plan

1.0 INTRODUCTION

1.1 BACKGROUND

The Orange County Sanitation District (OCSD) provides wastewater collection and treatment for 2.5 million residents in Orange County, California. The administrative, engineering, and laboratory functions for OCSD are located at OCSD's Reclamation Plant No. 1 (Plant No. 1) in the City of Fountain Valley (City). In addition, there is staff housed in aging office trailers throughout Plant No. 1.

In 2013, OCSD commissioned an Administrative Facilities Master Plan to provide management and the OCSD Board of Directors with the necessary information to make policy decisions regarding the administrative infrastructure facilities at Plant No. 1. OCSD later prepared an Administrative Facilities Implementation Plan (AFIP) to describe an organized program to replace the aging on-site buildings. Following preparation of the AFIP, OCSD prepared an Alternate Site Evaluation and developed four alternate site plan options showing building footprints, parking, and access, etc., for the administration building and laboratory. Based on the evaluation, OCSD selected the Southwest Plant Alternative as the preferred alternative for evaluation under the California Environmental Quality Act (CEQA).

Around the time the CEQA evaluation was to begin, OCSD also began to evaluate the possibility of locating the administrative and laboratory facilities at an off-site location. Several locations were evaluated but were found to be infeasible, or OCSD was unable to acquire the property in question. From 2017 to 2018, OCSD acquired approximately 5.2 acres north of Plant No. 1 on Ellis Avenue between Pacific Street and Bandilier Circle and re-initiated the CEQA process to evaluate the potential effects of the Administrative Headquarters Building Project, known as Project No. P1-128 (Project). The approximately 5.2-acre site north of Plant No. 1 on Ellis Avenue is herein referred to as the Project site. Due to the size of the Project site, the proposed Project only includes construction and operation of an administration building and surface parking lot. No laboratory building is proposed.

On January 23, 2018, the City of Fountain Valley adopted a Specific Plan for the Fountain Valley Crossings, a 162-acre office and industrial center located within the City. The purpose of the Specific Plan is to provide a policy and zoning framework to allow for additional land uses in the Specific Plan area. The Project site is located within the Fountain Valley Crossings Specific Plan (Specific Plan) area. This Initial Study/Addendum has been prepared to analyze the environmental effects, if any, of implementing the proposed Project within the Specific Plan area.

In accordance with *State CEQA Guidelines* Section 15051(a), OCSD is the appropriate Lead Agency for this Project as it is the public agency that will be directly implementing the Project (developing plans, paying construction, and acquiring property, etc.), even though the Project will be located within the jurisdiction of another agency (the City of Fountain Valley).

1.2 PREVIOUS ENVIRONMENTAL DOCUMENTATION

The City circulated an Initial Study/Notice of Preparation for preparation of a Program Environmental Impact Report (EIR) for the Specific Plan on October 15, 2015, for a 30-day public comment period. The City held a public Scoping Hearing on October 28, 2015, and public comments were received until November 16, 2015.

The Draft EIR for the Fountain Valley Crossings Specific Plan (State Clearinghouse No. 2015101042) was circulated for an extended 47-day public review period from January 6, 2017, to February 22, 2017. The City held a Public Hearing for the Draft EIR on January 25, 2017, to provide the public with an opportunity to provide comments on the Specific Plan and the Draft EIR.

Following release of the Draft EIR and closure of the public review period in February 2017, the City prepared and released for public review the pre-recirculation Final EIR on April 27, 2017. The City Planning Commission held a public hearing on May 10, 2017, to provide Specific Plan adoption recommendations to the City Council. The City scheduled a City Council public hearing for the Specific Plan and the Draft EIR on June 20, 2017; however, following receipt of public comments and staff's recommendations, the City directed staff to recirculate the Draft EIR to address public comments and make other clarifying revisions. The Partial Recirculated Draft EIR consisted of only the portions of the EIR that were modified. Specifically, Partial Recirculated Draft EIR sections that were revised include the cumulative impact analysis, the revised Transportation Impact Analysis, and a new section to address Tribal Cultural Resources, as well as sections that were revised to provide clarity.

The Partial Recirculated Draft EIR was circulated to the public for a 45-day public review and comment period pursuant to *State CEQA Guidelines* Section 15088.5(c) from October 6, 2017, to November 20, 2017. The Specific Plan and Revised Final EIR were adopted by the City Council on January 23, 2018.

For purposes of this Initial Study/Addendum, the Initial Study, Draft EIR, Final EIR, Recirculated Draft EIR, and Revised Final EIR for the Specific Plan are referred to as the Specific Plan EIR. The Final Specific Plan EIR (January 2018) is herein incorporated by reference.

1.3 PURPOSE OF THE ADDENDUM TO THE SPECIFIC PLAN EIR

This Initial Study/Addendum provides the basis for preparing an Addendum to the Specific Plan EIR for the Fountain Valley Crossings Final EIR and serves as the CEQA documentation for the following:

- Demolition of the five existing industrial warehouse buildings;
- Construction and operation of an approximately 109,914 square-foot (sf) three-story administration building;
- Construction and operation of a surface parking lot with 262 spaces;

- Construction and operation of an approximately 128-foot (ft) -long pedestrian bridge connecting the Project site to the existing Plant No. 1 site; and
- Installation of landscaping, signage, and security lighting.

This Initial Study/Addendum has been prepared pursuant to the provisions of CEQA (Public Resources Code Sections 21000 et seq.) and the *State CEQA Guidelines*.

1.4 ENVIRONMENTAL PROCEDURES

A Program EIR is prepared for a project consisting of a series of actions that can be characterized as one large project and that are related either geographically; as logical parts in the chain of contemplated actions; in connection with the general criteria to govern the conduct of a continuing program; or as individual activities carried out under the same authorizing statutory or regulatory authority and having generally similar environmental effects which can be mitigated in similar ways (*State CEQA Guidelines* Section 15168). Once a Program EIR has been prepared, subsequent activities within the program are evaluated to determine whether additional CEQA analysis is needed. These subsequent activities could be found to be within the Program EIR scope, and additional environmental documents may not be required if the Program EIR adequately addressed impacts of the subsequent activity (*State CEQA Guidelines* Section 15168[c]). When a Program EIR is relied upon for a subsequent activity, the Lead Agency incorporates applicable mitigation measures and alternatives developed in the Program EIR into the subsequent activities (*State CEQA Guidelines* Section 15168 [c] [3]). If a subsequent activity would have effects that are not identified in the Program EIR, the Lead Agency would prepare additional environmental review documentation, as applicable.

The Specific Plan EIR is a Program EIR that addresses the total build out of the Specific Plan area with a goal of revitalizing the existing light industrial uses. The environmental analysis provided in the Specific Plan EIR provides sufficient analysis in compliance with the requirements of CEQA to enable decision-makers to approve subsequent projects proposed in the Specific Plan area, that are consistent with the Specific Plan, without subsequent environmental review. However, if any substantial changes to the development parameters (e.g., building envelope, height, or use, etc.) analyzed in the Specific Plan EIR are later revised, subsequent environmental review would be required prior to approval.

Pursuant to CEQA, the *State CEQA Guidelines*, and the local CEQA guidelines, this Initial Study/ Addendum focuses on demolition of the five existing industrial warehouse buildings and the construction and operation of the new Administration Headquarters building on the Project site, and whether the proposed Project would result in new significant impacts or a substantial increase in previously identified significant impacts.

Pursuant to Sections 15162 and 15168(c) of the *State CEQA Guidelines*, when an EIR has been certified for a project, no subsequent EIR shall be prepared for the Project unless the lead agency determines, on the basis of substantial evidence, that one or more of the following conditions are met:

(1) Substantial changes are proposed in the Project that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the Project is undertaken that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, suggests any of the following:

a) The Project would have one or more significant effects not discussed in the previous EIR.

b) Significant effects previously examined would be substantially more severe than identified in the previous EIR.

c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the Project proponent declines to adopt the mitigation measures or alternatives.

d) Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the Project proponent declines to adopt the mitigation measures or alternatives.

Section 15164(a) of the *State CEQA Guidelines* provides that an Addendum to an EIR shall be prepared "if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." This Initial Study/ Addendum reviews the proposed Project and any changes to the existing conditions that have occurred since the Specific Plan EIR was certified by the City of Fountain Valley. It also reviews any new information of substantial importance that was not known and could not have been known with exercise of reasonable diligence at the time that the Specific Plan EIR was certified. It further examines whether, as a result of any changes or any new information, a subsequent or supplemental EIR may be required. This examination includes an analysis of the provisions of Section 21166 of the Public Resources Code and Section 15162 of the *State CEQA Guidelines* and their applicability to the proposed Project. This Initial Study/Addendum relies on the Analysis of Environmental Impacts (Section 4), which addresses environmental checklist issues on a section-by-section basis.

The Environmental Checklist Form has been prepared pursuant to Section 15168(c)(4) of CEQA, which states that "where the subsequent activities involve site specific operations, the agency should use a written checklist or similar device to document the evaluation of the site and the

activity to determine whether the environmental effects of the operation were covered in the program EIR."

The proposed Project is within the scope of the Specific Plan EIR. The Project site is designated Industrial (Commercial Manufacturing) in the City's General Plan and is zoned as Specific Plan (SP) – Fountain Valley Crossings Specific Plan (FVCSP) Mixed Industry District. The proposed administrative uses are consistent with the commercial manufacturing designation, which allows for office (administrative, business, and professional) uses. (*State CEQA Guidelines* Sections 15168(c)(2).) The Specific Plan anticipated, and the Specific Plan EIR evaluated, the potential net increase of 811,408 sf for the office uses within the Specific Plan area. The proposed Project, at 109,914 sf, is thus consistent with the build out of new office uses projected in the Specific Plan. Build out of the Specific Plan would result in an increase in population associated with approximately 2,063 new employees, 1,444 new residents, and customers of commercial and retail businesses. Build out of the Specific Plan would increase the density of commercial uses and introduce new residential uses, thereby increasing the total population of the Specific Plan area. Implementation of the proposed Project would not result in an increase in OCSD employees because the Project is characterized as a relocation, rather than an expansion, of existing operations. Thus, the Project would be consistent with population growth projected in the Specific Plan. (*Id.*) In addition, the proposed Project site is within the geographic area analyzed in the Specific Plan EIR. (*Id.*) As a result, the proposed Project is within the scope of the Specific Plan EIR. As evidenced in this document, the Orange County Sanitation District (OCSD), the Lead Agency, determined that an Addendum to the previously approved Specific Plan EIR is appropriate.

1.5 CONCLUSIONS

This Initial Study/Addendum addresses the environmental effects associated with the demolition of the existing industrial warehouse buildings and construction and operation of the new Administration Headquarters building that has been proposed within the Specific Plan area. The proposed Project would not create new significant impacts related to any of the environmental topics discussed below or a substantial increase in the severity of significant effects previously studied and disclosed in the Specific Plan EIR. The conclusions of the analysis in this Initial Study/ Addendum are not substantially different from those identified in the Specific Plan EIR. In addition, no new mitigation measures that would reduce impacts have been found to be feasible, and mitigation measures or alternatives previously found not to be feasible would remain infeasible. Appendix B provides a summary of mitigation measures from the Specific Plan EIR that are applicable and included in this Initial Study/Addendum.

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2.0 PROJECT DESCRIPTION

2.1 PROJECT OVERVIEW

Orange County Sanitation District (OCSD) Reclamation Plant No. 1 (Plant No. 1) is a 114-acre facility that treats approximately 130 million gallons of wastewater per day. OCSD's administrative, engineering, and laboratory facilities are located primarily at Plant No. 1. In addition, there is staff housed in aging office trailers throughout Plant No. 1. OCSD has decided the most cost-effective solution is to construct new buildings to serve administrative and engineering functions. As such, the proposed Administrative Headquarters Building Project, Project No. P1-128 (Project) would construct a new headquarters building on an approximately 5.2-acre site north of Ellis Avenue (Project site).

2.2 PROJECT LOCATION

2.2.1 Regional Setting

The Project site is located in Fountain Valley in the northwestern portion of Orange County (refer to Figure 1, Project Location). Fountain Valley encompasses approximately nine square miles and is bounded by Westminster and Garden Grove to the north, Santa Ana to the northeast, Costa Mesa to the southeast, and Huntington Beach to the southwest. As shown on Figure 1, Interstate 405 (I-405) provides regional access to the Project site.

The approximately 5.2-acre Project site is located north of OCSD's Plant No. 1 on Assessor's Parcel Numbers (APNs) 156-163-06, -08, -09, -10, and -11.

2.2.2 Surrounding Land Uses

The Project site is bordered by industrial uses to the north, Pacific Street to the east, industrial uses and Bandilier Circle to the west, and Ellis Avenue and OCSD's Plant No. 1 to the south.

The Project site and the adjacent properties are characterized by 1970s concrete tilt-up buildings that are occupied by a variety of light industrial (e.g., warehousing), retail, and office uses. Many of these buildings were constructed pursuant to Fountain Valley's former Industrial Redevelopment Plan Area. I-405 is 414 ft north of the Project site. The Santa Ana River Trail and Channel are located approximately 0.2 mile east of the Project site.

2.2.3 Existing Site Conditions and Land Use Designations

The Project site is flat and is currently developed with five industrial warehouse buildings (totaling approximately 114,744 square feet [sf]) and associated surface parking lots (refer to Figure 2, Project Site). Landscaping on the Project site is comprised of several mature trees, shrubs, and small grassy areas around the perimeter of the site.

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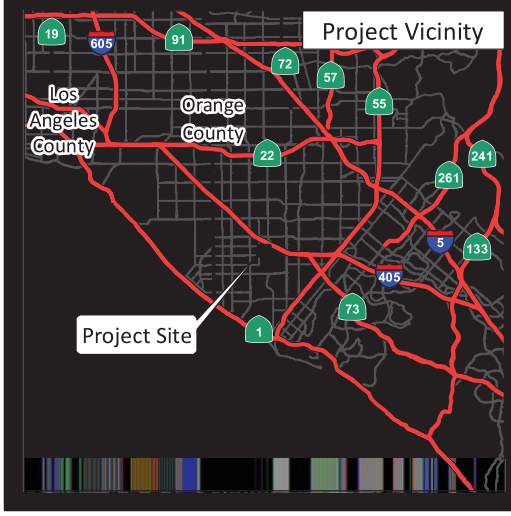

LSA

LEGEND

Project Site

Existing Orange County Sanitation District Plant No. 1

N

0 750 1500
FEET

SOURCE: Bing Maps (2015)

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FIGURE 1

Orange County Sanitation District
Headquarters Complex Project

Project Location

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LSA

LEGEND

Project Site

FIGURE 2

0 62.5 125
FEET

SOURCE: Bing Maps (2015)

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Orange County Sanitation District
Headquarters Complex Project

Project Site

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The Project site is in the Fountain Valley Crossings Specific Plan area, which the City of Fountain Valley adopted on January 23, 2018. The Project site is designated Industrial (Commercial Manufacturing) in the City's General Plan and is zoned as Specific Plan (SP) – FVCSP Mixed Industry District. The proposed administrative uses are consistent with the commercial manufacturing designation, which allows for office (administrative, business, and professional) uses. Additionally, the Project would be consistent with the zoning because it would be consistent with development standards required by the Specific Plan.

2.3 PROPOSED PROJECT

2.3.1 Project Characteristics

The proposed Project is a plan to construct a new administration building on the Project site north of Ellis Avenue and to relocate the existing administrative uses from Plant No. 1 to the Project site.

The Project includes demolition of five industrial warehouse buildings on the Project site. As shown on Figure 3, Conceptual Site Plan, the following facilities would be constructed on the Project site:

- An approximately 109,914 sf three-story administration building;
- A surface parking lot with 262 spaces;
- An approximately 128 ft long pedestrian bridge constructed across Ellis Avenue to connect Plant No. 1 with the new Administration Headquarters complex on the Project site; and
- Landscaping, signage, and security lighting.

Implementation of the proposed Project would not result in an increase in OCSD employees because the Project is characterized as a relocation, rather than an expansion, of existing operations. In addition, other than the relocation of staff/uses from the existing administration building, no changes to operations are proposed at Plant No. 1.

2.3.2 Administrative Building

The proposed three-story administration building would be approximately 109,914 sf and would include a lobby, a boardroom/multipurpose room, a public exhibit displaying the history and values of OCSD for use during public tours and events, and administrative offices for OCSD staff. The administration building would operate during OCSD's normal business hours, which are Monday through Friday from 8 a.m. to 6 p.m. Limited monthly events would occur on some evenings, including meetings of OCSD's Board of Directors.

The new building would provide modern, state-of-the-art space that would consolidate OCSD business operations, providing a collaborative, sustainable, and flexible work environment. The new building would replace a combination of outdated, non-compliant buildings and trailers located at Plant No. 1. The building will be designed to achieve United States Green Building Council Leadership in Energy and Environmental Design (LEED) Platinum Certification.

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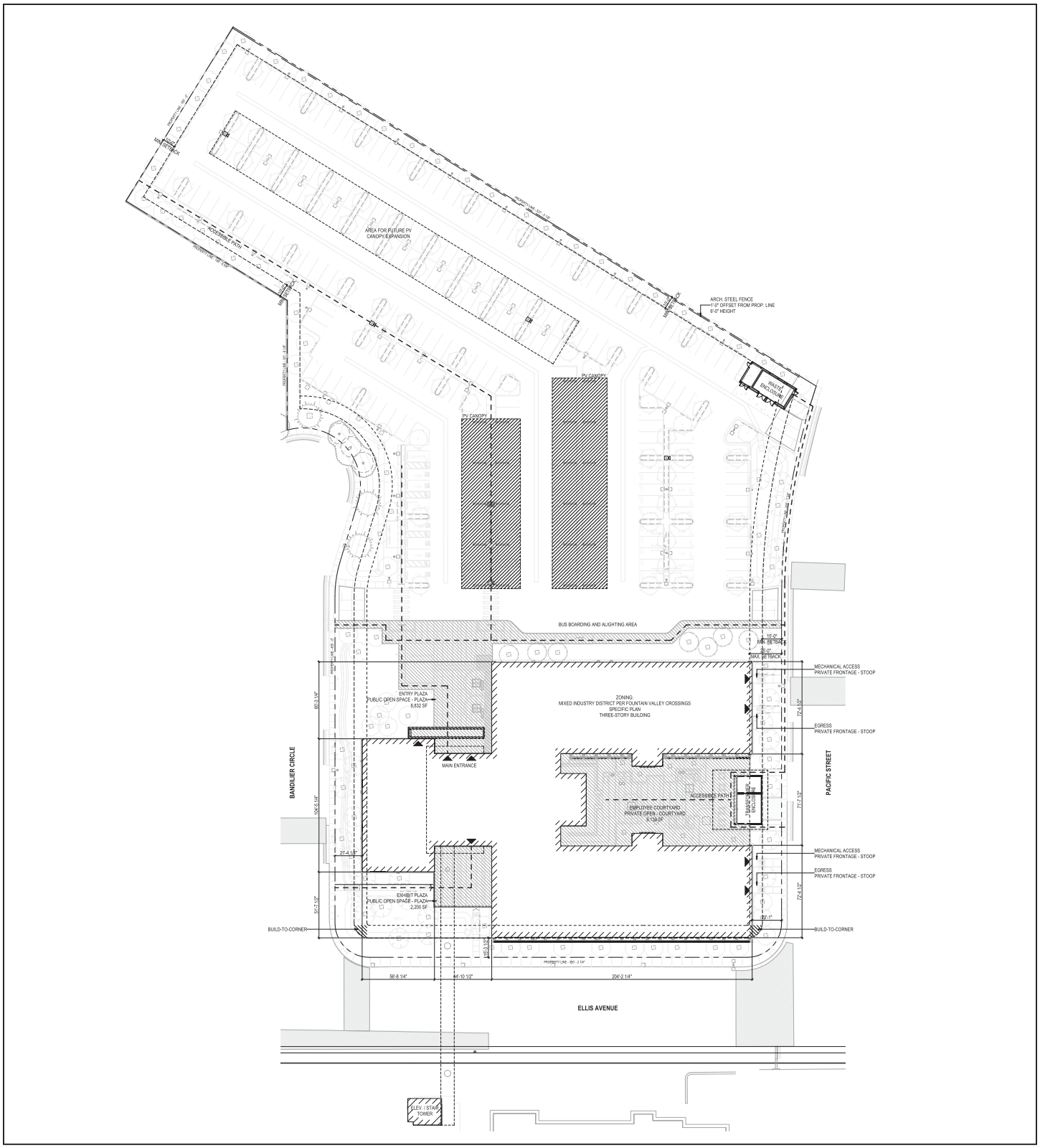

LSA

FIGURE 3

N

0 60 120

FEET

SOURCE: EPT Design

Orange County Sanitation District
Headquarters Complex Project
Conceptual Site Plan

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The Project would also include a public entrance plaza, an exhibit plaza, and a private landscaped employee courtyard.

2.3.3 Pedestrian Bridge

An approximately 128 ft long pedestrian bridge would be constructed across Ellis Avenue to connect Plant No. 1 with the new Administration Headquarters complex on the Project site. The pedestrian bridge is designed to reflect the character of the new administration building. The bridge would consist of two painted exposed Warren steel trusses spanning Ellis Avenue with a concrete metal deck floor and a metal roof. The bridge would be unconditioned and open to the air, as well as enclosed with stainless steel cable mesh for protection from any potential falls.

The tallest point of the bridge structure would be a maximum of 30 ft above grade. The lowest point of the bridge structure would be a minimum of 19 ft above grade in accordance with the American Association of State Highway and Transportation Officials' (AASHTO) standards requiring a minimum of 18.5 ft between pedestrian bridges and the roadway. The bridge would be supported by reinforced concrete columns located outside of the public right-of-way on each side of Ellis Avenue. The bridge would connect to the second-floor level of the new administration building on the north side of Ellis Avenue and then connect to an elevator tower inside the secure perimeter of Plant No. 1. Security lighting would be included within the bridge enclosure.

2.3.4 Parking

The proposed Project would include 262 parking spaces within the surface parking lot. While a majority of parking spaces would be uncovered, some would be covered with overhead canopies featuring photovoltaic panels. Table A shows the type and number of parking spaces proposed by the Project.

Table A: Proposed Parking

Type of Parking Space	Number of Spaces
Uncovered Parking	
Standard	186
ADA-Accessible	5
Van-Accessible ADA	1
Electric Charging	7
ADA-Accessible Charging	1
Van-Accessible Charging	1
Clean Air/Van Pool/Electric Vehicle	11
Covered Parking	
Standard	27
ADA-Accessible	4
Van-Accessible ADA	1
Electric Charging	5
ADA-Accessible Charging	1
Van-Accessible Charging	1
Clean Air/Van Pool/Electric Vehicle	11
Total Parking	**262**

ADA = Americans with Disabilities Act

The development standards outlined in the Specific Plan require 3.5 parking spaces per 1,000 sf of building area. As such, the proposed 262 parking spaces are non-compliant with the 365 parking spaces required by the Specific Plan, and a variance will be requested to account for the reduction in parking. The Project would also provide 3 motorcycle spaces (1 uncovered and 2 covered) and 13 bicycle parking spaces (all uncovered).

2.3.5 Landscaping

A total of 60,120 sf of landscaping is proposed throughout the Project site. Approximately 187 trees would be planted as part of Project implementation. Trees would be comprised of a variety of 24-, 36-, 48-, and 72-inch box sizes and would include lemon scented gum (*Eucalypts citriodora*), African sumac (*Laurus nobilis* and *Rhus lancea*), blue palo verde (*Parkinsonia x, Desert Museum*), Torrey pine (*Pinus torreyana*), and Southern live oak (*Quercus virginiana*). A variety of shrubs, vines, and groundcover would also be planted throughout the Project site.

2.3.6 Construction Schedule

Construction is anticipated to begin in January 2021 and be completed in May 2023.

2.4 PERMITS AND APPROVALS

Public agencies may use this Initial Study/Addendum as the basis for their decisions to issue discretionary approvals and/or permits for the proposed Project. Table B, Permits and Approvals Needed, below, provides a list of entitlements and permits that could be required for the proposed Project.

Table B: Permits and Approvals Needed

Agency Name	Permit or Approval
Orange County Sanitation District (OCSD)	Approval of the Initial Study/Addendum Approval of the Site Plan Issuance of Construction Bid Package
City of Fountain Valley	Approval of Traffic Control Plan Issuance of Demolition and Building Permits Approval of Entitlement Applications, including Development Plan Review No. 1, Variance No. 332, and Lot Line Adjustment No 19-01 Variance No. 332 would include the following: • Variance 1 – Frontage Coverage (Pacific Street) • Variance 2 – Frontage Coverage (Bandilier Circle) • Variance 3 – Build-to-Corner (Ellis Avenue/Bandilier Circle) • Variance 4 – Parking Count • Variance 5 – Curb Cuts & Driveways (Pacific Street) • Variance 6 – Street Façade Composition deviation of 5.5 percent (Bandilier Circle) • Variance 7 – Building Length deviation of 2.1 percent (Ellis Avenue)

The following Santa Ana Regional Water Quality Control Board (RWQCB) permits would also be required for approval of the Project; however, they are not considered discretionary approvals.

- National Pollutant Discharge Elimination System (NPDES) Construction General Permit
- NPDES Dewatering Permit (if groundwater dewatering during construction is required)

2.5 AGENCY CONSULTATION AND COORDINATION

The City of Fountain Valley, listed in Table B, would require OCSD to obtain approvals for the proposed Project and is considered a "Responsible Agency" under *State CEQA Guidelines* Section 15381. Only agencies with discretionary approval power over the project are considered responsible agencies. Coordination with the City of Fountain Valley and other agencies may be required to determine the specific nature of any future permits or approvals.

During the development of the Project plans, OCSD formally consulted with the City of Fountain Valley to obtain its input as a responsible agency and to determine that an Addendum is the appropriate documentation required for this Project (Public Resources Code Section 21080.3[a]). In addition, this Initial Study/Addendum is intended to provide the City of Fountain Valley with information to inform the discretionary approvals process.

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3.0 ENVIRONMENTAL CHECKLIST

3.1 PROJECT DESCRIPTION AND BACKGROUND

3.1.1 Project Title

Administrative Headquarters Building Project, Project No. P1-128

3.1.2 Lead Agency Name and Address

Orange County Sanitation District (OCSD)
Sanitation District Plant No. 1
10844 Ellis Avenue
Fountain Valley, CA 92708

3.1.3 Contact Person and Phone Number

Kevin Hadden, (714) 593-7462

3.1.4 Project Location

The Administrative Headquarters Building Project, Project No. P1-128 (Project) site is located at Bandilier Court/Ellis Avenue/Pacific Street in Fountain Valley, Orange County, California.

3.1.5 Project Sponsor's Name and Address

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

3.1.6 General Plan Designation

The Project site is designated "Industrial – Commercial Manufacturing."

3.1.7 Zoning

The Project site is zoned "Specific Plan (SP) – FVCSP Mixed Industry District."

3.1.8 Specific Plan District

The Project site is located within a mixed industry district within the Fountain Valley Crossings Specific Plan area.

3.1.9 Description of Project

The proposed Project includes demolition of the five existing industrial warehouse buildings and construction and operation of a new Administration Headquarters building on the Project site. The proposed Project would include the construction and operation of a three-story, 109,914 sf administration building, and a surface parking lot with 262 parking spaces on the Project site. Landscaping and security lighting would be installed along the perimeter of the building.

An approximately 128 ft long pedestrian overcrossing would also be constructed across Ellis Avenue to connect Plant No. 1 with the new Administration Headquarters building on the Project site.

3.1.10 Surrounding Land Uses and Setting

A mix of light industrial (e.g., warehousing), retail, and office uses make up the general character of the area around the Project site.

3.1.11 Other Public Agencies Whose Approval is Required

OCSD may be required to obtain approval or permits from the Santa Ana Regional Water Quality Control Board (RWQCB) and the City. Refer to Table B.

3.1.12 Have California Native American tribes traditionally and culturally affiliated with the Project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

In accordance with Assembly Bill 52 (AB 52), letters were distributed on September 28, 2017, to the Gabrieleño Band of Mission Indians – Kizh Nation, the Juaneño Band of Mission Indians/Acjachemen Nation, and the San Gabriel Band of Mission Indians notifying each tribe of the opportunity to consult with OCSD regarding the proposed Project. No responses or requests for consultation have been received from the Juaneño Band of Mission Indians/Acjachemen Nation or the San Gabriel Band of Mission Indians. On October 5, 2017, Andrew Salas, Chairman of the Gabrieleño Band of Mission Indians – Kizh Nation, requested to be consulted on the Project. OCSD responded to the request via email on October 5, 2017, and October 24, 2017, to arrange a meeting with the tribe, to which Mr. Salas has not responded. OCSD will continue the consultation process with the Gabrieleño Band of Mission Indians – Kizh Nation during the California Environmental Quality Act (CEQA) process.

3.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would result in a substantial change from the previous analysis in the Specific Plan EIR as indicated by the checklist on the following pages. Please see the Analysis of Environmental Impacts in Section 4.0 for additional information. No environmental factors listed below would result in a substantial change from the previous analysis contained in the Specific Plan EIR.

☐	Aesthetics	☐	Agriculture and Forestry	☐	Air Quality
☐	Biological Resources	☐	Cultural Resources	☐	Energy
☐	Geology and Soils	☐	Greenhouse Gas Emissions	☐	Hazards and Hazardous Materials
☐	Hydrology and Water Quality	☐	Land Use/Planning	☐	Mineral Resources
☐	Noise	☐	Population/Housing	☐	Public Services
☐	Recreation	☐	Transportation/Traffic	☐	Tribal Cultural Resources
☐	Utilities and Service Systems	☐	Findings of Mandatory Significance		

3.3 DETERMINATION

On the basis of this initial evaluation:

☐	I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
☐	I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
☐	I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
☐	I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
☒	I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

	Orange County Sanitation District
Signature	**Agency**
Printed Name/Title	**Date**

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4.0 ANALYSIS OF ENVIRONMENTAL IMPACTS

This following environmental analysis evaluates the proposed Administrative Headquarters Building Project, Project No. P1-128 (Project) as compared to the analysis of environmental impacts in the certified Fountain Valley Crossings Specific Plan EIR (Specific Plan EIR). The Checklist takes into consideration the preparation of the previous environmental document and the changes in circumstances that have occurred subsequent to adoption of the Specific Plan EIR, pursuant to Public Resources Code Section 21166, and Sections 15162 and 15164 of the *State CEQA Guidelines*. The comparative analysis for each of the environmental issues listed in the Checklist provides OCSD decision-makers with a factual basis for determining whether the proposed Project, changes in circumstances, or new information since the adoption of the Specific Plan EIR require the preparation of a subsequent or supplemental EIR, or other additional environmental review. The basis for each finding, and the supporting substantial evidence, is explained in the analysis in this section.

4.1 AESTHETICS

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☒
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State Scenic highway?	☐	☐	☒
c. Substantially degrade the existing visual character or quality of the site and its surroundings? (This may include loss of major onsite landscape features, or degradation by change of character when placed in the context of the existing surroundings.)	☐	☐	☒
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒

4.1.1 Existing Setting

The City of Fountain Valley (City) is an urbanized community located within north-central Orange County. There are no General Plan-designated scenic views or vistas within the City. According to the Specific Plan EIR, there are no unique or unusual features in the Specific Plan area that comprise a dominant portion of a viewshed. The Santa Ana and San Gabriel Mountains lie approximately 17 miles and 35 miles north of the Specific Plan area, respectively. However, views to these scenic resources are substantially limited due to intervening structures and vegetation.

According to the Specific Plan EIR, the visual character of the Specific Plan area is dominated by light industrial uses, with one- to two-story structures setback from wide surface streets and surface parking lots. The Specific Plan area is relatively flat and gently slopes to the southwest. Individual parcels typically support established landscaping including shade trees, hedges, grassy lawns, and other small landscaped areas along the perimeter of properties and throughout surface parking lots. Some public roadways in the Specific Plan area are developed with sidewalks and street trees. Mature trees in the Specific Plan area are comprised of street trees in public rights-of-way and those on private property. Shade and shadow effects are minimal due to the low profile of most structures. However, even with larger structures, shade and shadow effects are negligible due to the distance of separation between taller structures from adjacent buildings. Street lighting and vehicular traffic lights are the predominant source of nighttime light and glare.

Public views within the Specific Plan area are characterized by existing structures, surface parking lots, and street trees. There are no State-designated scenic highways or eligible scenic highways within the City or in its immediate vicinity.[1]

[1] California Department of Transportation (Caltrans). California Scenic Highways Mapping System. Website: https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways (accessed November 24, 2019).

4.1.2 Impacts Identified in the Specific Plan EIR

The Specific Plan EIR analyzed the Specific Plan's potential Aesthetics impacts on pages 3.1-1 through 3.1-22.

The Specific Plan EIR determined that there are no roadways or areas designated as scenic routes or vistas within the Specific Plan area. Additionally, there are no designated historic structures within the Specific Plan area. Views within the Specific Plan area are typical of urbanized light industrial areas, and there are no unobstructed distant views of scenic natural features. The topography of the area is relatively flat and does not contain any unique topographic features that would offer a scenic view. Therefore, no impact would occur to the aesthetics associated with a scenic vista or scenic highway.

The Specific Plan EIR concluded that development of the Specific Plan area could result in the removal of mature trees due to redevelopment. Typically, redevelopment of parking lots and buildings would primarily result in removal of trees within each property. As such, street trees are expected to be minimally impacted. The Specific Plan encourages the preservation of mature trees and encourages new development to incorporate trees within landscape areas. In addition, Chapter 12.04.040 in the City's Municipal Code contains regulations regarding cutting, trimming, planting, pruning, removing, injuring, or interfering with trees, shrubs, or plants on streets, parkways, or public places. Adherence to the City's Municipal Code would assist in limiting the impacts of tree removal over the long term. Therefore, these impacts would be reduced to a less than significant level.

The Specific Plan EIR determined that implementation of the Specific Plan would change the existing visual character of the area because it would facilitate a new four-story development. In existing conditions, the Specific Plan (SP) – FVCSP Mixed Industry District zone allows for four-story structures. Future development within the Specific Plan area is subject to a formal development review process, which requires adherence to development standards provided in the Specific Plan and operating under the City's General Plan, which would include maintaining and enhancing high-quality mixed-use development, retaining interesting architectural design elements, and installing new sidewalks and natural landscaping features. These regulations would ensure that the design of proposed buildings would enhance the character and quality of the Specific Plan area and contribute to a high quality urban environment. Thus, with implementation of existing and proposed design standards from the Specific Plan, the Specific Plan's impacts to visual character would be less than significant.

The Specific Plan EIR determined that implementation of the Specific Plan could increase the amount of light and glare in the area because it proposes to increase land use intensity and building heights and may result in the use of reflective building materials. Development projects under the Specific Plan would adhere to the Municipal Code Chapter 21.18.060, which implements restrictions on exterior lighting. In addition, the Specific Plan outlines development standards and design requirements to reduce potential glare and light spillover from future development projects. As such, lighting as a result of Specific Plan implementation is anticipated to be compatible with other uses in the vicinity of the area and would not introduce a substantial new source of nighttime light

pollution. Therefore, impacts related to light and glare from development of the Specific Plan area were determined to be less than significant.

4.1.3 Analysis of Project Impacts

a. Would the Project have a substantial adverse effect on a scenic vista?

The Project site is located in a fully developed area in the southeastern portion of Fountain Valley in Orange County. The Project site is approximately 0.2 mile west of the Santa Ana River and 5 miles north of the Pacific Ocean, although neither the river nor ocean can be seen from the Project site due to intervening land uses. In addition, the City's General Plan (adopted March 1995, revised November 2017) does not designate any scenic vistas or resources in Fountain Valley. As a result, the Project site does not have views of any scenic vistas. Therefore, the proposed Project would not result in adverse impacts on scenic vistas.

The Specific Plan EIR also concluded that no impacts to scenic vistas would occur. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

b. Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State Scenic highway?

The Project site is currently occupied by five industrial warehouse buildings and does not contain any scenic resources or historic structures. In addition, the Project site does not provide scenic views from adjacent land uses or public roads or sidewalks. According to the California Scenic Highway Mapping System, there are no State-designated scenic highways or eligible scenic highways within the City or in the immediate vicinity. Although the Project may require removal of trees located on the property, the Project would adhere to Chapter 12.04.040 in the City's Municipal Code and intends to comply with design standards in the Specific Plan. Therefore, the proposed Project would not result in adverse impacts on scenic resources.

The Specific Plan EIR also concluded that impacts to scenic resources would be less than significant. Specifically, the removal of mature trees that would occur as a result of implementation of the Specific Plan would be less than significant with compliance with design standards in the Specific Plan and adherence to Chapter 12.04.040 in the City's Municipal Code. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

c. Would the Project substantially degrade the existing visual character or quality of the site and its surroundings? (This may include loss of major onsite landscape features, or degradation by change of character when placed in the context of the existing surroundings.)

The vicinity of the Project site is characterized by a mix of industrial and residential land uses. The Project site is currently developed with one- and two-story industrial warehouse buildings

and surface parking lots. The Project would include demolition of the five existing on-site industrial warehouse buildings and construction and operation of a new three-story administration building and surface parking lot on the Project site. In addition, a pedestrian bridge would extend from the Project site to OCSD's Plant No. 1, directly south of the Project site. The bridge would consist of two painted exposed Warren steel trusses spanning Ellis Avenue with a concrete metal deck floor and a metal roof. The bridge would be unconditioned and open to the air, as well as enclosed with stainless steel cable mesh for protection from any potential falls. The tallest point of the bridge structure would be a maximum of 30 ft above grade, and the lowest point of the structure would be a minimum of 19 ft above grade. The bridge would be supported by reinforced concrete columns located outside of the public right-of-way on each side of Ellis Avenue. The bridge would connect to the second-floor level of the new administration building on the north side of Ellis Avenue and then connect to an elevator tower inside the secure perimeter of Plant No. 1. Security lighting would be included within the bridge enclosure. The pedestrian bridge would be designed architecturally similarly to the administration building. As such, the visual character of the site and views of the Project site from off-site areas would substantially change with implementation of the proposed Project. However, the Project would enhance the character and quality of the Project site and surrounding area by introducing updated buildings in place of the dated structures. In addition, the Project would comply with many development standards outlined in Section 2.1.5 of the Specific Plan, which includes regulations pertaining to building scale, mass, placement, and architectural guidelines. At three stories in height, the Project would be consistent with development standards outlined in the Specific Plan, which allows up to four stories in height. The proposed Project would require the following variances and deviations: variances for frontage coverage along Pacific Street and Bandilier Circle; a variance for build-to-corner requirements at the corner of Ellis Avenue and Bandilier Circle; a variance for parking count requirements; a variance for curb cuts and driveways along Pacific Street; a 5.5 percent deviation due to the proposed 18.9 percent street façade opening along Pacific Street (which is below the minimum 20 percent street façade opening); a variance for bottom-floor street façade requirements along Pacific Street; and a 2.1 percent deviation due to the proposed building length of approximately 204 ft (which exceeds the maximum building length of 200 ft. The proposed Project would comply with all other development standards outlined in 2.1.5 of the Specific Plan. Therefore, with the approval of the above variances and deviations, the proposed Project would result in less than significant impacts related to the visual character of the site and views of the site.

The Specific Plan EIR also concluded that impacts to visual character would be less than significant because development standards outlined in the Specific Plan would enhance the character and quality of the Specific Plan area. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

d. Would the Project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Light and glare levels surrounding the Project site are typical for industrial park and residential uses. However, the Project would include the installation of new lighting, including lighting associated with signage and security lighting on the Project site. It is not anticipated that the new pedestrian bridge would be lighted since there is sufficient existing street lighting along Ellis Avenue. The Project intends to comply with requirements outlined in the Specific Plan, as well as Section 21.18.060 of the City's Municipal Code, which include regulations pertaining to exterior lighting and glare. Therefore, new sources of light and glare associated with the proposed Project would have less than significant impacts to views in the Project area.

The Specific Plan EIR also concluded that impacts as a result of light and glare would be less than significant because future development would be in compliance with design standards in the Specific Plan and adherence to Chapter 12.18.060 in the City's Municipal Code. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

4.1.3.1 Mitigation Measures

The Specific Plan EIR does not include mitigation related to Aesthetics. No mitigation would be required for the proposed Project.

4.1.4 Findings Related to Aesthetics

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Aesthetics, and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Aesthetics that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Aesthetics requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. The proposed Project would not result in any potentially significant impacts related to Aesthetics. CEQA does not require consideration of alternatives to the Project or consideration of additional mitigation measures because there would not be any significant impacts to avoid or reduce related to this topic, and no mitigation is required.

4.2 AGRICULTURE AND FORESTRY

In determining whether impacts to agricultural resources are significant environmental effects, Lead Agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, Lead Agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☒
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☒
e. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forestland to non-forest use?	☐	☐	☒

4.2.1 Existing Setting

According to the Specific Plan EIR, no agricultural land uses are present within the Specific Plan area, including the Project site and the Project vicinity. The Specific Plan area does not contain land zoned or designated for agriculture use or as forest or timberland. The California Department of Conservation (DOC 2016) designates the entire Specific Plan area as Urban and Built-Up Land.[2]

4.2.2 Impacts Identified in the Specific Plan EIR

Agriculture and Forestry are included within Section 4.3, Effects Found Not to be Significant, on page 4-5 of the Specific Plan EIR; this topic was also discussed on pages 17–18 of the Initial Study and was scoped out.

[2] Department of Conservation (DOC). 2016. Farmland Mapping and Monitoring Program. Orange County Important Farmland 2014. July.

The Specific Plan EIR concluded that implementation of the Specific Plan would not result in impacts to agricultural and forestry resources because these uses do not currently exist within Specific Plan area. The developed nature of the Specific Plan area, including the Project site and Project vicinity, does not make the area suitable for existing or future agricultural or forest land uses.

4.2.3 Analysis of Project Impacts

a. Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

The Project site, like most of Orange County, is in an area that has been designated as Urban and Built-Up Land by the DOC (2016). The Project site is not currently designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. As a result, the proposed Project would not impact designated farmlands.

The Specific Plan EIR also concluded that no impacts to designated farmlands would occur. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

b. Would the Project conflict with existing zoning for agricultural use, or a Williamson Act contract?

Within the Specific Plan area, the Project site is designated Mixed Industry District. The Project site is designated Industrial (Commercial Manufacturing) in the City's General Plan and is zoned as Specific Plan (SP) – FVCSP Mixed Industry District. The Project site is not zoned or currently used for agricultural purposes, and no Williamson Act contracts are in effect for the Project site. As a result, the proposed Project would not conflict with existing zoning or Williamson Act contracts.

The Specific Plan EIR also concluded that no conflicts with existing zoning or Williamson Act contracts would occur. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

c. Would the Project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

Within the Specific Plan area, the Project site is designated Mixed Industry District. The Project site is designated Industrial (Commercial Manufacturing) in the City's General Plan and is zoned as Specific Plan (SP) – FVCSP Mixed Industry District. The Project site and the surrounding area

are not zoned as forest land, timberland, or timberland production, and consequently, no significant impacts would occur.

The Specific Plan EIR also concluded that no conflicts with existing zoning of forestland, timberland, or timberland production would occur. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

d. Would the Project result in the loss of forest land or conversion of forest land to non-forest use?

The Project site is located in a high-density urban setting. No forest or timberland exists at the Project site or in the surrounding area. The Project would not result in the loss of forest land or the conversion of forest land to non-forest use.

The Specific Plan EIR also concluded that no loss of forest land or conversion of forest land to non-forest use would occur. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

e. Would the Project involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forestland to non-forest use?

The Project site is developed with five industrial warehouse buildings. The Project site is not currently used for agricultural purposes and is adjacent to non-agricultural, manufacturing uses. The Project would not result in the conversion of farmland to non-agricultural use because there are no agricultural uses on or in the immediate vicinity of the Project site. As a result, the Project would not result in impacts related to the conversion of agricultural land to non-agricultural uses.

The Specific Plan EIR also concluded that conversion of farmland to non-agricultural use would not occur because there are no agricultural uses on or in the immediate vicinity of the Specific Plan area. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

4.2.3.1 Mitigation Measures

The Specific Plan EIR does not include mitigation related to agricultural and forestry resources. No mitigation would be required for the proposed Project.

4.2.4 Findings Related to Agricultural and Forestry Resources

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Agricultural and Forestry Resources, and there is no increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Agricultural and Forestry Resources that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Agricultural and Forestry Resources requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. The proposed Project would not result in any potentially significant impacts related to Agriculture and Forestry. CEQA does not require consideration of alternatives to the Project or consideration of additional mitigation measures because there would not be any significant impacts to avoid or reduce related to this topic, and no mitigation is required.

4.3 AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Conflict or obstruct implementation of the applicable air quality plan?	☐	☐	☒
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒
c. Result in a cumulatively considerable net increase to any criteria pollutant for which the Project region is in nonattainment under an applicable federal or state ambient air quality standard? This includes releasing emissions which exceed quantitative standards for ozone precursors.	☐	☐	☒
d. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒
e. Create objectionable odors affecting a substantial number of people?	☐	☐	☒

4.3.1 Existing Setting

The proposed Project is located within the South Coast Air Basin (Basin). The South Coast Air Quality Management District (SCAQMD) is the regional government agency that monitors and regulates air pollution within the Basin. The Federal Clean Air Act and the California Clean Air Act mandate the control and reduction of specific air pollutants. Under these Acts, the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) have established ambient air quality standards for specific "criteria" pollutants, designed to protect public health and welfare. Primary criteria pollutants include carbon monoxide (CO), reactive organic gases (ROG), nitrogen oxides (NO_X), particulate matter (PM_{10}), sulfur dioxide (SO_2), and lead (Pb). Secondary criteria pollutants include ozone (O_3), and fine particulate matter ($PM_{2.5}$). These ambient air quality standards are levels of contaminants that avoid specific adverse health effects associated with each criteria pollutant.

Based on the SCAQMD attainment status and ambient air quality monitoring data, ambient air quality in the vicinity of the Project site has basically remained unchanged since approval of the Specific Plan EIR. The SCAQMD is in nonattainment for the federal and State standards for O_3 and $PM_{2.5}$. In addition, the Basin is in nonattainment for the PM_{10} standard and in attainment/ maintenance for the federal PM_{10}, CO, and NO_2 standards.

To meet these standards, the SCAQMD has established project-level thresholds for volatile organic compounds (VOC), NO_X, and $PM_{2.5}$. The SCAQMD has established thresholds of significance for criteria pollutant emissions generated during both construction and operation of projects as shown in Table C below.

Projects in the Basin with construction-related emissions that exceed any of the emission thresholds above are considered potentially significant by the SCAQMD.

Table C: SCAQMD Construction and Operation Thresholds of Significance (lbs/day)

	VOC	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Construction Thresholds	75	100	550	150	150	55
Operation Thresholds	55	55	550	150	150	55

Source: South Coast Air Quality Management District (1993).
CO = carbon monoxide
lbs/day = pounds per day
NO_x = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
SCAQMD = South Coast Air Quality Management District
SO_2 = sulfur dioxide
VOC = volatile organic compounds

4.3.2 Impacts Identified in the Specific Plan EIR

The Specific Plan EIR analyzed the Specific Plan's potential Air Quality impacts on pages 3.2-1 through 3.2-31.

The Specific Plan EIR evaluated the potential impacts of the Specific Plan on air quality in the Specific Plan area and the Basin. The Specific Plan EIR determined that all construction occurring under the Specific Plan would occur in accordance with applicable regulations and plans to reduce emissions from construction activities, including SCAQMD Rule 403, SCAQMD Rule 1113, and SCAQMD Rule 1186. The Specific Plan EIR also quantified construction emissions associated with the Specific Plan using the California Emissions Estimator Model (CalEEMod) and determined that overall construction emissions would not exceed SCAQMD thresholds for VOC, NO_X, CO, SO_2, PM_{10}, or $PM_{2.5}$.

The Specific Plan EIR also evaluated daily operational emissions associated with the Specific Plan using CalEEMod. The CalEEMod analysis included the existing development as part of the baseline, and evaluated the potential operational impacts of proposed land use changes within the Specific Plan area. The Specific Plan's net emissions were compared to the SCAQMD thresholds, and impacts were determined to be below the thresholds. Therefore, the Specific Plan EIR determined operational air quality impacts would be less than significant.

In addition, the Specific Plan EIR determined that implementation of the Specific Plan would not conflict with or obstruct implementation of the SCAQMD's adopted 2016 Air Quality Management Plan (AQMP). The Specific Plan EIR also determined that construction and operation of the Specific Plan would result in a less than significant cumulative impact.

The Specific Plan EIR found that the Specific Plan has the potential to expose sensitive land uses (e.g., residential units) to substantial pollutant concentrations. Therefore, the Specific Plan EIR identified Mitigation Measures MM AQ-5a, MM AQ-5b, and MM AQ-5d through MM AQ-5f to reduce adverse effects for sensitive receptors within 500 ft of the I-405 freeway and/or for sensitive receptors near the potential development of a distribution center, rail yard, refinery, chrome plater, dry cleaning operation, or gas station. The Specific Plan EIR determined that these mitigation measures would ensure the potential for exposure of hazardous air emissions to sensitive receptors would be reviewed and project designs revised if necessary to address air quality issues. Further, MM AQ-5c, which is applicable to all projects in the Specific Plan area, would reduce air quality

impacts resulting from the placement of the air system intake. Therefore, after implementation of mitigation, it was determined that impacts related to the exposure of sensitive land uses to substantial pollution concentrations would be less than significant.

In addition, the Specific Plan EIR determined that impacts associated with construction- and operation-generated odors would be less than significant.

4.3.3 Analysis of Project Impacts

a. Would the Project conflict or obstruct implementation of the applicable air quality plan?

An AQMP describes air pollution control strategies to be undertaken by a city, county, or air quality management district in a region classified as a nonattainment area to meet the requirements of the Federal Clean Air Act. The main purpose of an AQMP is to bring an area into compliance with the requirements of federal and State ambient air quality standards (AAQSs). The applicable air quality plan is the SCAQMD's adopted 2016 AQMP. For a project to be consistent with the 2016 AQMP, the pollutants emitted from project operation should not exceed the SCAQMD daily threshold or cause a significant impact on air quality, or the project must already have been included in the AQMP projection. Because the AQMP is based on local General Plans, projects that are deemed consistent with a specific General Plan are usually found to be consistent with the AQMP.

The proposed Project would construct a new administration building and associated parking. The Project site is in the Specific Plan area and is designated Commercial Manufacturing in the City's General Plan and is zoned as Specific Plan (SP) – FVCSP Mixed Industry District. As discussed in Section 3.11, Land Use and Planning, the proposed Project land use is consistent with the City's General Plan designation for the Project site. In addition, as discussed below, construction of the proposed Project would not result in the generation of criteria air pollutants that would exceed SCAQMD thresholds of significance. Operational emissions associated with the proposed Project would not exceed SCAQMD established significance thresholds for VOC, NO_X, CO, SO_2, PM_{10}, or $PM_{2.5}$ emissions. Therefore, the proposed Project would not conflict with or obstruct implementation of the 2016 AQMP.

The Specific Plan EIR also concluded that no impacts would occur related to conflicts with or obstruction to implementation of the 2016 AQMP. Similarly, the proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

b. Would the Project violate any air quality standard or contribute substantially to an existing or projected air quality violation?

The following sections describe the proposed Project's construction- and operation-related air quality impacts.

Construction Emissions. Construction activities such as earthmoving and construction vehicle traffic would generate exhaust emissions and fugitive particulate matter emissions that affect local and regional air quality. Construction activities are also a source of organic gas emissions. Solvents in adhesives, non-water-based paints, thinners, some insulating materials, and caulking materials would evaporate into the atmosphere and would participate in the photochemical reaction that creates urban ozone. Asphalt used in paving is also a source of organic gases for a short time after its application. Construction dust could affect local air quality at various times during construction of the Project. The dry, windy climate of the area during the summer months creates a high potential for dust generation when, and if, underlying materials are exposed to the atmosphere. The effects of construction activities would be increased dustfall and locally elevated levels of particulate matter downwind of construction activity.

The Specific Plan EIR determined that construction emissions associated with construction of the Specific Plan would not exceed SCAQMD thresholds for VOC, NO_X, CO, SO_2, PM_{10}, or $PM_{2.5}$. In addition, the Specific Plan EIR determined that all construction occurring under the Specific Plan would occur in accordance with applicable regulations and plans to reduce emissions from construction activities, including SCAQMD Rule 403, SCAQMD Rule 1113, and SCAQMD Rule 1186.

As previously stated, based on the SCAQMD attainment status and ambient air quality monitoring data, ambient air quality in the vicinity of the Project site has basically remained unchanged since approval of the Specific Plan EIR. Construction emissions were estimated for the proposed Project using CalEEMod. Specific construction details are not yet known; therefore, default assumptions (e.g., construction fleet activities) from CalEEMod were used. Construction of the proposed Project is anticipated to begin in January 2021 and be completed in May 2023. In addition, construction of the proposed Project would include the demolition of five industrial warehouse buildings on site, totaling approximately 113,748 sf, which was included in CalEEMod. Construction of the proposed Project would be required to comply with SCAQMD Rule 403, Fugitive Dust; therefore, fugitive dust control measures were also included in CalEEMod. Peak daily construction-related emissions are presented in Table D, below. CalEEMod output sheets are provided in Appendix A.

As shown in Table D, construction emissions associated with the proposed Project would be less than significant for VOC, NO_X, CO, SO_2, $PM_{2.5}$, and PM_{10} emissions. In addition, the proposed Project would also be required to comply with the applicable regulations and plans to reduce emissions from construction activities, including SCAQMD Rule 403, SCAQMD Rule 1113, and SCAQMD Rule 1186.

The Specific Plan EIR determined that construction emissions associated with construction of the Specific Plan would not exceed SCAQMD thresholds for VOC, NO_X, CO, SO_2, PM_{10}, or $PM_{2.5}$. In addition, the Specific Plan EIR determined that all construction occurring under the Specific Plan would occur in accordance with applicable regulations and plans to reduce emissions from construction activities, including SCAQMD Rule 403, SCAQMD Rule 1113, and SCAQMD Rule 1186. Development of the proposed Project would result in similar, but fewer, construction-related, short-term air quality impacts to those identified in the Specific Plan EIR.

Table D: Peak Daily Construction Emissions (lbs/day)

Peak Construction Emissions	VOC	NO_X	CO	SO_2	PM_{10} (total)	$PM_{2.5}$ (total)
Demolition	3.3	34.8	22.8	0.1	3.0	1.7
Site Preparation	4.0	40.6	21.8	0.0	9.0	5.8
Grading	2.4	24.8	16.4	0.0	3.8	2.4
Building Construction	2.4	21.0	20.3	0.0	2.1	1.2
Paving	1.3	10.2	15.1	0.0	0.7	0.5
Architectural Coating	29.4	1.3	2.3	0.0	0.3	0.1
Peak Daily Emissions	**29.4**	**40.6**	**22.8**	**0.1**	**9.0**	**5.8**
SCAQMD Construction Emissions Threshold	**75.0**	**100.0**	**550.0**	**150.0**	**150.0**	**55.0**
Exceed Significance?	**No**	**No**	**No**	**No**	**No**	**No**

Source: LSA (November 2019).
CO = carbon monoxide
lbs/day = pounds per day
NOx = nitrogen oxide
$PM_{2.5}$ = particulate matter less than 2.5 microns in diameter
PM_{10} = particulate matter less than 10 microns in diameter
SCAQMD = South Coast Air Quality Management District
SO_2 = sulfur dioxide
VOC = volatile organic compounds

Therefore, the proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR, and no new mitigation measures are required.

Operational Emissions. The proposed Project would include construction and operation of a new administration building and surface parking lot and would relocate the existing administrative uses from Plant No. 1 to the Project site north of Ellis Avenue. Implementation of the proposed Project would not result in an increase in OCSD employees because the Project is characterized as a relocation, rather than an expansion, of existing operations. As a result, the Project would not increase existing vehicle trips. The new land uses would result area source air impacts such as emissions generated from the use of landscaping equipment and water heating.

Emission estimates for operation of the proposed Project were calculated using CalEEMod, consistent with SCAQMD recommendations. The proposed Project would be designed to achieve United States Green Building Council Leadership in Energy and Environmental Design (LEED) Platinum Certification, which was reflected in CalEEMod inputs. Model results are shown in Table E. CalEEMod output sheets are provided in Appendix A.

Table E: Operational Emissions (lbs/day)

Source	VOC	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Area Sources	2.5	0.0	0.0	0.0	0.0	0.0
Energy Sources	0.0	0.2	0.2	0.0	0.0	0.0
Mobile Sources	0.0	0.0	0.0	0.0	0.0	0.0
Total Emissions	**2.5**	**0.2**	**0.2**	**0.0**	**0.0**	**0.0**
SCAQMD Thresholds	**55.0**	**55.0**	**550.0**	**150.0**	**150.0**	**55.0**
Significant?	**No**	**No**	**No**	**No**	**No**	**No**

Source: LSA (November 2019).
CO = carbon monoxide
lbs/day = pounds per day
NO_X = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
SCAQMD = South Coast Air Quality Management District
SO_2 = sulfur dioxide
VOC = volatile organic compounds

The primary emissions associated with the Project are regional in nature, meaning that air pollutants are rapidly dispersed on release. The daily emissions associated with Project operational trip generation, energy, and area sources are identified in Table E for VOC, NO_X, CO, SO_2, PM_{10}, and $PM_{2.5}$. Further, MM AQ-5c, which is applicable to all projects in the Specific Plan area, would reduce operational air quality impacts resulting from the placement of the air system intake. Therefore, with implementation of MM AQ-5c, operational impacts would be less than significant.

The Specific Plan EIR determined that operational emissions associated with the Specific Plan would not exceed the SCAQMD significance thresholds and, therefore, would result in a less than significant impact. In addition, the Specific Plan EIR analysis assumed that the Specific Plan area was emitting operational air pollutant emissions from its existing land uses and evaluated existing development as part of the baseline. The Specific Plan EIR focused operational impacts to proposed land use changes that alter build out, and therefore, determined that implementation of the Specific Plan would result in a net decrease in VOC, NO_X, CO, and SO_2 emissions. For a worst-case analysis, existing on-site industrial warehouse buildings were evaluated as vacant as part of the baseline. However, as shown in Table E above, the proposed Project would not exceed the significance criteria for daily VOC, NO_X, CO, SO_2, PM_{10}, or $PM_{2.5}$ emissions; therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

c. Would the Project result in a cumulatively considerable net increase to any criteria pollutant for which the Project region is in nonattainment under an applicable federal or state ambient air quality standard? This includes releasing emissions which exceed quantitative standards for ozone precursors.

As indicated in Table E above, the proposed Project individually would not result in significant regional emissions for criteria pollutants. A project that would result in less than significant emissions at the individual project level would also result in less than significant cumulative emissions. As noted above, the proposed Project would also be consistent with the region's 2016 AQMP.

The Specific Plan EIR determined that implementation of the Specific Plan would not result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is nonattainment under an applicable federal or State ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors). Similarly, the proposed Project would not result in emissions that are cumulatively significant and, therefore, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

d. Would the Project expose sensitive receptors to substantial pollutant concentrations?

As discussed in the Specific Plan EIR, the CARB guidebook, *Air Quality and Land Use Handbook: A Community Health Perspective,*[3] recommends avoiding siting sensitive uses (e.g., residences, schools, day care centers, playgrounds, and hospitals) within 500 ft of a freeway or urban roads carrying 100,000 vehicles per day, or within 1,000 ft of a distribution center (warehouse) that accommodates more than 100 trucks or more than 90 refrigerator trucks per day. In addition, the Specific Plan EIR identified Mitigation Measures MM AQ-5a, MM AQ-5b, and MM AQ-5d through MM AQ-5f to reduce adverse effects for sensitive receptors within 500 ft of the I-405 freeway and/or for sensitive receptors near the potential development of a distribution center, rail yard, refinery, chrome plater, dry cleaning operation, or gas station. The Specific Plan EIR determined that after mitigation, residual impacts related to the exposure of sensitive land uses to substantial pollution concentrations would be less than significant.

The closest sensitive receptors to the Project site include the single-family residences located approximately 1,350 ft southeast of the Project site along Alabama Circle. Construction activities associated with the Project would generate airborne particles and fugitive dust, as well as a small quantity of pollutants associated with the use of construction equipment (e.g., diesel-fueled vehicles and equipment) on a short-term basis. As shown in Table D, construction would generate emissions that are well below the SCAQMD significance criteria. In addition, due to the distance of the nearest receptors from the Project construction area, Project construction emissions would not impact sensitive receptors.

The proposed Project would include a new administration building and associated parking, and, therefore, the proposed Project would not include new sensitive receptors. Once the proposed Project is constructed, the Project would not be a source of substantial toxic air contaminant (TAC) emissions. In addition, the nearest sensitive receptors are located approximately 1,350 ft from the Project site, and, therefore, sensitive receptors would not be exposed to substantial pollutant concentrations that would cause harmful effects. Because no sensitive receptors would be impacted by TACs associated with the proposed Project, Mitigation Measures MM AQ-5a, MM AQ-5b, and MM AQ-5d through MM AQ-5f would not be applicable to the proposed Project.

The Specific Plan EIR determined that after mitigation, residual impacts related to the exposure of sensitive land uses to substantial pollution concentrations would be less than significant. However, the proposed Project would not expose sensitive receptors to substantial pollutant concentrations that would cause harmful effects. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

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3 California Environmental Protection Agency (CalEPA) and California Air Resources Board (CARB). 2005. *Air Quality and Land Use Handbook: A Community Health Perspective*. April. Website: www.arb.ca.gov/ch/handbook.pdf (accessed November 24, 2019).

e. Would the Project create objectionable odors affecting a substantial number of people?

During construction, the various diesel-powered vehicles and equipment in use on site would create localized odors. These odors would be temporary and are not likely to be noticeable for extended periods of time beyond the Project site. The potential for diesel odor impacts is, therefore, considered less than significant. Additionally, the proposed uses that would be developed within the Project site are not expected to produce any offensive odors that would result in frequent odor complaints. The proposed Project would not include sensitive receptors; therefore, odor impacts on the Project would not occur and do not require further evaluation. Therefore, this impact would be less than significant.

The Specific Plan EIR also determined that impacts associated with construction- and operation-generated odors would be less than significant. The proposed Project, which is located within the Specific Plan area and does not propose uses that would produce offensive odors, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

4.3.3.1 Mitigation Measures

Based on the analysis and information above, Mitigation Measures MM AQ-5a, MM AQ-5b, and MM AQ-5d through MM AQ-5f, included in the Specific Plan EIR, would not be applicable to the proposed Project because the proposed Project would not include new sensitive receptors within 500 ft of the I-405 freeway, would not include any distribution center, rail yard, refinery, chrome plater, dry cleaning operation, or gas station uses, and would not impact any existing off-site sensitive receptors to TACs associated with the proposed Project.

Based on the analysis contained in the Initial Study/Addendum, Mitigation Measure MM AQ-5c, included in the Specific Plan EIR, would be applicable to the proposed Project. No additional mitigation measures related to air quality beyond those identified in the Specific Plan EIR are required.

MM AQ-5c **Placement of Air System Intake.** When considering placement and direction of air intakes, the direction of prevailing winds shall be considered and the most logical decision shall be made. Design of the proposed development shall face air systems intakes appropriately, so as to reduce highly concentrated air pollution intake, considering placement on the opposite side of the building from the pollutant source. Development and HVAC system design shall be reviewed and approved by the City Planning and Building Department prior to issuance of a building permit. Monitoring and maintenance of HVAC systems and air intakes shall be conducted by the Applicant on a semiannual basis to ensure efficiency of the systems for development permits involving land uses that include or potentially affect sensitive populations.

4.3.4 Findings Related to Air Quality

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Air Quality, and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Air Quality that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Air Quality requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. This Addendum has analyzed all available relevant information and has determined that there is no new information of substantial importance that was unknown and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified indicating that: (1) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the Project proponent declines to adopt the mitigation measures or alternatives; or (2) mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the Project proponent declines to adopt the mitigation measures or alternatives.

As discussed above, the proposed Project would result in a potentially significant impact related to Air Quality. Mitigation was included in the Specific Plan EIR and adopted at the time the EIR was certified. The mitigation measure that is applicable to the proposed Project is listed in Section 4.3.3.1. Potential Project impacts related to Air Quality would be reduced below a level of significance with implementation of the applicable mitigation measures, none of which the Project proponent is declining to adopt.

4.4 BIOLOGICAL RESOURCES

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☒
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☒
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒

4.4.1 Existing Setting

The City is urban and developed with few areas of natural open space or habitat occurring in the City and immediate vicinity. No native habitats or open space areas occur within the Specific Plan area. Although the Santa Ana River's west bank is adjacent to the Specific Plan area, this portion of the river is extensively channelized with concrete embankments, and it functions for both flood control and waste drainage purposes. The Santa Ana River drains to the Pacific Ocean in the City of Newport Beach. Similarly, the Fountain Valley Channel (Channel), which runs through the west portion of the Specific Plan area, contains concrete embankments and is not associated with any riparian habitat areas.

According to the Specific Plan EIR, the Specific Plan area supports a number of healthy, mature trees, which provide some habitat for both resident and migratory native and non-native bird species as well as small mammals. Chapter 12.04.040 of the City's Municipal Code contains regulations regarding cutting, trimming, planting, pruning, removing, injuring, or interfering with trees, shrubs, or plants on streets, parkways, or public places. Established landscapes in this urban setting consist predominantly of non-native plant and tree species, which provide habitat for some

species, primarily birds. However, the Specific Plan area does not support any designated or recognized sensitive habitats or mapped critical habitat for any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or the United States Fish and Wildlife Service (USFWS). The Specific Plan area, including the Project site, is not known to support endangered species, nor does it contain sensitive habitat area that would support those species.

4.4.2 Impacts Identified in the Specific Plan EIR

Biological Resources are included within Section 4.3, Effects Found Not to be Significant, on pages 4-5 through 4-6 of the Specific Plan EIR; this topic was also discussed on pages 24 through 27 of the Initial Study and was scoped out.

The Specific Plan EIR concluded that implementation of the Specific Plan would result in less than significant impacts to biological resources because the Specific Plan area is fully urbanized and does not contain potential natural habitats for sensitive species and other natural communities. Further, implementation of the Specific Plan would incorporate and be consistent with existing policies regarding the protection of biological resources, and therefore, would not significantly impact biological resources.

4.4.3 Analysis of Project Impacts

a. Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

The Project site is in an urbanized area surrounded by existing urban and suburban land uses. In addition, the improvements associated with the Project would not have the capacity to significantly affect sensitive biological resources given the amount of previous development that has occurred in the vicinity and on the Project site. Project construction and operation would have no impacts either directly or through habitat modification to any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the CDFW or the USFWS. No impacts to these resources are anticipated as a result of the Project.

The Specific Plan EIR also concluded that no impacts to any species identified as a candidate, sensitive, or special-status species would occur because the Specific Plan area is fully urbanized and does not contain potential natural habitats for sensitive species. The Project site is located within the Specific Plan area and would likewise not impact sensitive species or habitats. The proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

b. Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

The Project site does not support any riparian habitat or other sensitive natural communities identified in local or regional plans, policies, or regulations, or by the CDFW or the USFWS. No impacts to these resources are anticipated as a result of the Project.

The Specific Plan EIR concluded that the Specific Plan area is fully urbanized and does not include any riparian habitat or other sensitive natural communities. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

c. Would the Project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No federally protected wetlands would be affected by the proposed Project. Therefore, no impacts to these resources are anticipated as a result of the Project. No mitigation is required.

The Specific Plan EIR concluded that the Specific Plan area is fully urbanized and does not contain any federally protected wetlands. Intensification of use as a result of implementation of the Specific Plan could potentially increase the amount of pollutants, such as leaked oil, that could enter stormwater runoff, impacting the quality of water that flows from the Specific Plan area and ultimately to the Pacific Ocean. However, implementation of the Specific Plan would result in less than significant impacts to biological resources as a result of impacts to water quality because the Specific Plan would comply with existing federal, state, and local water quality regulations. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

d. Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The proposed Project site is not located in a migratory wildlife corridor or native wildlife nursery site. The existing trees on the Project site may, however, provide suitable habitat for nesting migratory birds. The removal of trees on the Project site has the potential to impact active bird nests if vegetation and trees are removed during the nesting season. Nesting birds are protected under the federal Migratory Bird Treaty Act (MBTA) (Title 33, United States Code [USC], Section 703 et seq.; see also Title 50, Code of Federal Regulations [CFR], Part 10) and Section 3503 of the California Fish and Game Code. Therefore, implementation of the proposed Project would be subject to the provisions of the MBTA, which prohibits disturbing or destroying active nests. In

order to comply with the MBTA, Project implementation must be accomplished in a manner that avoids impacts to active nests during the breeding season. If Project construction occurs between February 1 and September 15, a qualified biologist would conduct a nesting bird survey prior to ground- and/or vegetation-disturbing activities to confirm the absence of nesting birds. Compliance with the MBTA is required for Project implementation, and therefore, does not constitute mitigation. With compliance with the MBTA, impacts to nesting birds would be less than significant.

The Specific Plan EIR also concluded that implementation of the Specific Plan would not interfere with migratory fish or birds. No fish species are known to occur in the portion of the Channel that is located in Specific Plan area. Although street trees may serve as wildlife corridors, the distance between major open space areas limit the use of the area as a wildlife corridor for most species other than birds. In addition, the Specific Plan would protect and maintain street trees where possible. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

e. Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Chapter 12.04.040 of the City's Municipal Code requires that no person or development shall engage in the planting, trimming, cutting, or removal of any vegetation along any streets, parkways, or public spaces without prior approval from the City's Public Works Department. The proposed Project would comply with all City policies and regulations protecting biological resources. Therefore, the proposed Project would not conflict with any plan, policy, or ordinance relating to the protection of biological resources, and the impact would be less than significant.

The Specific Plan EIR also concluded that implementation of the Specific Plan would not conflict with any plan, policy, or ordinance relating to the protection of biological resources. Further, the Specific Plan would incorporate and be consistent with existing policies regarding the protection of biological resources. The proposed Project, which is located within the Specific Plan area, would also incorporate and be consistent with existing policies regarding the protection of biological resources and would, therefore, not result in new significant impacts beyond those identified in the Specific Plan EIR. No new mitigation measures are required.

f. Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

The County of Orange has approved a Habitat Conservation Plan (HCP) and a Natural Community Conservation Plan (NCCP), but the City has not enrolled in such plans and is not included in the planning area covered by these plans. Consequently, the Project will not conflict with any such plans. While no designated HCP or NCCP exists in the Project area, the Project

would comply with all City policies and regulations protecting biological resources. Therefore, the proposed Project would not conflict with any HCP or NCCP or other local, regional, or State HCPs.

The Specific Plan EIR also concluded that the Specific plan area does not include any habitat areas that are protected by an approved local, regional, or state HCP or NCCP. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR, and no new mitigation measures are required.

4.4.3.1 Mitigation Measures

The Specific Plan EIR does not include mitigation related to Biological Resources. No mitigation would be required for the proposed Project**.**

4.4.4 Findings Related to Biological Resources

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Biological Resources, and there is no increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Biological Resources that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Biological Resources requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. The proposed Project would not result in any potentially significant impacts related to Biological Resources. CEQA does not require consideration of alternatives to the Project or consideration of additional mitigation measures because there would not be any significant impacts to avoid or reduce related to this topic, and no mitigation is required.

4.5 CULTURAL RESOURCES

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☒
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☒
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒
d. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒

4.5.1 Existing Setting

According to the Specific Plan EIR, the City is located in the Santa Ana Valley-Capistrano Valley Province, which is a lowland strip separating the coastal hills from the Santa Ana Mountains. This province includes the flood plain of the northern segment of the Santa Ana River where it flows through the City. The geology in this area does not contain abundant paleontological resources. Fossils primarily consist of non-marine species from the Pleistocene and Holocene ages, including mammoth, bison, horse, camel, sloth, and a variety of birds.

The Specific Plan area was largely developed in the 1970s and primarily consists of industrial uses. The City's General Plan does not contain a Historic Preservation Element, and no historic or older structures are known to be located within the Specific Plan area. Although the area has been heavily developed, subsurface archaeological or paleontological resources that have not been previously evaluated could potentially exist within the Specific Plan area, including the Project site.

4.5.2 Impacts Identified in the Specific Plan EIR

Cultural Resources are included within Section 4.3, Effects Found Not to be Significant, on pages 4-6 through 4-7 of the Specific Plan EIR; this topic was also discussed on pages 27 through 29 of the Initial Study and was scoped out.

The Specific Plan EIR determined that redevelopment activities associated with implementation of the Specific Plan would occur in previously disturbed areas, so it is unlikely that cultural resources would be encountered. However, the potential remains that previously undiscovered resources could be exposed during construction activities. The Specific Plan EIR concluded that inclusion of standard conditions during discretionary project review and approval, including compliance with the *State CEQA Guidelines* relating to protocols for discovery of important historic and pre-historic resources, would ensure that potential impacts to such resources would be reduced to a less than significant level. Therefore, based on the limited potential for undiscovered cultural resources to exist within the Specific Plan area and existing procedure requirements regulating the discovery of buried resources, impacts on cultural resources would be less than significant.

4.5.3 Analysis of Project Impacts

a. Would the Project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?

CEQA defines a "historical resource" as a resource that meets one or more of the following criteria: (1) listed in, or determined eligible for listing in, the California Register of Historical Resources; (2) listed in a local register of historical resources as defined in Public Resources Code (PRC) Section 5020.1(k); (3) identified as significant in a historical resource survey meeting the requirements of PRC Section 5024.1(g); or (4) determined to be a historical resource by a project's Lead Agency (PRC Section 21084.1 and *State CEQA Guidelines* Section 15064.5[a]).

In its existing condition, the Project site includes five one- and two-story industrial warehouse buildings that were constructed in 1971. The Project would include the demolition of the five existing industrial warehouse buildings on the Project site. The City's General Plan does not contain a Historic Preservation Element and does not provide criteria for identification of potential historic resources. Based on the analysis contained in the Specific Plan EIR, there are no historic structures located within the Specific Plan area. A Historic Resources Assessment (ESA 2018) was prepared for OCSD's Plant No. 1 and included a records search at the California Historical Resources Information System (CHRIS) South Central Coastal Information Center (SCCIC), conducted on August 23, 2017. According to the Historic Resources Assessment, Plant No. 1 and adjacent properties, which include the Project site, are not eligible for inclusion in the National Register of Historic Places (National Register), the California Register of Historical Resources (California Register), or the Statewide Historical Resources Inventory (HRI) database maintained by the California Office of Historic Preservation (OHP). As a result, the Project will not cause a substantial change in the significance of a historical resource as defined in Section 15064.5.

The Specific Plan EIR concluded that the Specific Plan area does not include any historic or older structures. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

b. Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

According to the Specific Plan EIR, soils within the Specific Plan area consist of approximately 80 percent Hueneme fine sandy loam, drained, and 20 percent Metz loamy sand, moderately fine substratum. In its existing state, the Project site is developed with industrial uses and associated paved surface parking lots. The Project site has been previously disturbed and significantly altered as a result of past construction activities on the site.

The proposed Project would include the demolition of five existing industrial warehouse buildings on the Project site. Soils on the Project site have been disturbed previously from development of the existing warehouse buildings, and any unknown archaeological resources

would have likely been unearthed at the time of previous activities on the Project site. New ground-disturbing activities associated with Project construction activities are unlikely to disturb any previously unknown archaeological resources. In the unlikely event that previously undiscovered archaeological resources are found, implementation of standard conditions required by the City of Fountain Valley, including compliance with *State CEQA Guidelines* Section 15064.5(f) relating to provisions for the accidental discovery of important historic or unique archaeological resources, would ensure that potential impacts to previously undiscovered archaeological resources would be less than significant.

The Specific Plan EIR concluded that the presence of cultural resources in the Specific Plan area is unlikely due to the developed nature of the area. Additionally, the Specific Plan EIR determined that adherence to City of Fountain Valley standard conditions related to the unanticipated discovery of archaeological resources would ensure that impacts to cultural resources would be less than significant should any be recovered within the Specific Plan area. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

c. Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Similar to Response 4.5.3 (b), the Project site has been previously disturbed and significantly altered as a result of past construction activities on the site. Due to the developed nature of the site and surrounding area, it is likely that any unknown paleontological resources would have been unearthed at the time of previous activities on the Project site.

The Project would include the demolition of five existing industrial warehouse buildings on the Project site. Soils on the Project site have been disturbed previously from development of the existing industrial warehouse buildings, and any unknown paleontological resources would have likely been unearthed at the time of previous activities on the site. New ground-disturbing activities associated with Project construction activities are unlikely to disturb any previously unknown paleontological resources. In the unlikely event paleontological resources are encountered during project excavation, compliance with standard conditions required by the City of Fountain Valley for protection of such resources would ensure that impacts to unknown paleontological resources would be less than significant.

The Specific Plan EIR concluded that the Specific Plan area does not contain abundant paleontological resources. Additionally, the Specific Plan EIR determined that adherence to City of Fountain Valley standard conditions related to the unanticipated discovery of paleontological resources would ensure that impacts to paleontological resources would be less than significant should any be recovered within the Specific Plan area. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

d. Would the Project disturb any human remains, including those interred outside of formal cemeteries?

No known human remains are interred on the Project site. Due to the level of past disturbance on the Project site, it is not anticipated that human remains, including those interred outside of formal cemeteries, would be encountered during earth removal or disturbance activities. In the unlikely event that human remains are encountered during Project grading, the proper authorities would be notified and standard procedures for the respectful handling of human remains during the earthmoving activities would be adhered to in compliance with State Health and Safety Code Section 7050.5 and PRC Section 5097.98. Following compliance with existing State regulations, impacts to unknown human remains would be considered less than significant.

The Specific Plan EIR concluded that the Specific Plan area does not likely contain any undiscovered human remains. Additionally, the Specific Plan EIR determined that compliance with State Health and Safety Code Section 7050.5 and PRC Section 5097.98 would ensure that impacts to human remains would be less than significant should any be recovered within the Specific Plan area. The proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

4.5.3.1 Mitigation Measures

The Specific Plan EIR does not include mitigation related to cultural resources. No mitigation would be required for the proposed Project.

4.5.4 Findings Related to Cultural Resources

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Cultural Resources, and there is no increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Cultural Resources that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Cultural Resources requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. The proposed Project would not result in any potentially significant impacts related to Cultural Resources. CEQA does not require consideration of alternatives to the Project or consideration of additional mitigation measures because there would not be any significant impacts to avoid or reduce related to this topic, and no mitigation is required.

4.6 ENERGY CONSERVATION

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Use large amounts of fuel or energy in an unnecessary, wasteful, or inefficient manner.	☐	☐	☒
b. Constrain local or regional energy supplies, affect peak and base periods of electrical demand, require or result in the construction of new electrical generation and/or transmission facilities, or necessitate the expansion of existing facilities, the construction of which could cause significant environmental effects.	☐	☐	☒
c. Conflict with existing energy standards, including standards for energy conservation.	☐	☐	☒

4.6.1 Existing Setting

This section evaluates the potential for energy-related impacts associated with the Project and ways in which the Project would reduce unnecessary energy consumption, consistent with the suggestions contained in Appendix F of the *State CEQA Guidelines*. Energy service providers to the site include Southern California Edison (SCE) for electrical service and Southern California Gas Company (SCG) for natural gas.

4.6.2 Impacts Identified in the Specific Plan EIR

The Specific Plan EIR analyzed the Specific Plan's potential Energy Conservation impacts on pages 3.13-1 through 3.13-12.

The Specific Plan EIR evaluated issues related to energy conservation associated with implementation of the Specific Plan. The Specific Plan EIR found that the Specific Plan would increase energy demand, but would not result in wasteful, inefficient, or unnecessary consumption of energy. The Specific Plan EIR also determined that implementation of standard regulations, as well as conformance with the City-adopted 2013 California Energy Code, the California Green Building Standards Code, and policies of the City General Plan would reduce potential impacts. This impact was considered to be less than significant.

The Specific Plan EIR also determined that implementation of the Specific Plan would not constrain local or regional energy supplies, necessitating the construction of new or expansion of existing electrical generation of transmission facilities, resulting in a less than significant impact.

In addition, the Specific Plan EIR found that implementation of the Specific Plan would require new development within the Specific Plan area to comply with federal, State, and local regulations governing the use and conservation of energy resources. It was also determined that much of the redevelopment associated with the Specific Plan would increase energy efficiency and conservation throughout the Specific Plan area, resulting in a beneficial impact.

4.6.3 Analysis of Project Impacts

a. Would the Project use large amounts of fuel or energy in an unnecessary, wasteful, or inefficient manner.

Similar to build out of the Specific Plan, the proposed Project would increase the demand for electricity and natural gas within the Project area, due to the construction and operation of an approximately 109,914 sf administration building. Table F, below, shows the estimated potential increased electricity demand associated with the proposed Project, and Table G, below, shows the estimated potential increase in natural gas demand associated with the proposed Project.

As shown in Table F, the estimated potential increased electricity demand associated with the proposed Project is 1.8 gigawatt hour (GWh) per year, while the Specific Plan EIR determined that build out of the Specific Plan would increase electricity demand by 10.9 GWh per year. Therefore, the proposed Project would not increase electricity demand beyond the demand identified in the Specific Plan EIR. In addition, as shown in Table G, the estimated potential natural gas demand associated with the proposed Project is 19,785 therms (thm) per year, while the Specific Plan EIR determined that build out of the Specific Plan would increase natural gas demand by 333,871.9 thm per year. Therefore, the proposed Project would also not increase natural gas demand beyond demand identified in the Specific Plan EIR.

Table F: Electricity Demand from Proposed Project

Land Use	Consumption Factor[1]	Projected Change in Land Use	Estimated Electricity
Administration/Office	16.08 kWh/sf/yr	109,914 sf	1.8 GWh/yr

Source: California Energy Commission (2006); compiled by LSA (November 2019).
[1] Estimated electricity demand for office uses were calculated using statewide average energy consumption factors by land use as documented in the California Energy Commission's California Commercial End-use Survey.
GWh = gigawatt hour
kWh = kilowatt hour
sf = square foot/feet
yr = year

Table G: Natural Gas Demand from Proposed Project

Land Use	Consumption Factor[1]	Projected Change in Land Use	Estimated Natural Gas
Administration/Office	0.18 thm/sf/yr	109,914 sf	19,785 thm/yr

Source: California Energy Commission (2006); compiled by LSA (November 2019).
[1] Estimated natural gas demand for office uses were calculated using statewide average energy consumption factors by land use as documented in the California Energy Commission's California Commercial End-use Survey.
sf = square foot/feet
thm = therms
yr = year

In addition, as discussed in the Specific Plan EIR, this estimated energy demand is highly conservative as the demand factors do not account for the most current efficiency standards of the Title 24 of the California Code of Regulations (California Green Building Standards Code [CALGreen]). Implementation of the proposed Project would be required to comply with applicable federal, State, and local rules and regulations governing the use and conservation of California's energy resources. Development under the proposed Project would be required to comply with the regulations of the current California Energy Code, which was adopted by the City as the Energy Code under Chapter 18.22 of the Fountain Valley Municipal Code, as well as the City-adopted CALGreen. In addition, the new building would be designed to achieve LEED Platinum Certification. Therefore, the proposed Project would be consistent with adopted codes and regulations, and would not contribute to the wasteful or inefficient consumption of energy resources.

While the Project would result in an increase in electricity and natural gas consumption, the proposed Project would be consistent with federal, State, and locally established goals, policies, and regulation governing energy conservation and fostering sustainable development, the proposed Project is not expected to result in the substantially wasteful or inefficient use of California's energy resources. Therefore, implementation of the proposed Project is considered to have a less than significant impact on the consumption and use of energy resources.

The Specific Plan EIR determined that the Specific Plan would not result in the wasteful or inefficient use of California's energy resources. The proposed Project would not increase electricity or natural gas demand beyond the demand identified in the Specific Plan EIR. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

b. Would the Project constrain local or regional energy supplies, affect peak and base periods of electrical demand, require or result in the construction of new electrical generation and/or transmission facilities, or necessitate the expansion of existing facilities, the construction of which could cause significant environmental effects.

The proposed Project is located in the City of Fountain Valley, which is within the County of Orange (County). The Specific Plan EIR determined that at the time the Specific Plan EIR was prepared, the Specific Plan area contributed to approximately 36.16 GWh per year of energy demand, which is approximately 0.17 percent of the County's total energy demand. As discussed above, the Specific Plan EIR also determined that build out of the Specific Plan would result in an increase in electricity demand of approximately 10.9 GWh per year, which would result in an incremental increase in County energy demand for SCE services by approximately 0.0005 percent. As discussed above, the proposed Project would increase energy demand by approximately 1.8 GWh per year, which would be less than the electricity demand evaluated in the Specific Plan EIR. Therefore, implementation of the proposed Project would negligibly affect local or regional energy supplies.

The Specific Plan EIR determined that the Specific Plan would result in an incremental increase in County energy demand for SCE services that would be less than significant. The electricity demand for the proposed Project would be less than the electricity demand evaluated in the Specific Plan EIR. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

c. Would the Project conflict with existing energy standards, including standards for energy conservation.

The proposed Project would be required to comply with City-adopted codes and regulations governing energy-efficient design and sustainable development. In addition, the proposed Project would be designed to achieve LEED Platinum Certification, which would increase energy efficiency and conservation, and reduce wasteful use of energy resources. Therefore, similar to implementation of the Specific Plan, it is anticipated that the proposed Project would increase energy efficiency and conservation.

The Specific Plan EIR determined that the Project would increase energy efficiency and conservation throughout the Specific Plan area, resulting in a beneficial impact. Similarly, the proposed Project would implement an energy-efficient design and sustainable development, and would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

4.6.3.1 Mitigation Measures

The Specific Plan EIR does not include mitigation related to energy conservation. No mitigation would be required for the proposed Project.

4.6.4 Findings Related to Energy Conservation

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Energy Conservation, and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Energy Conservation that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the

information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Energy Conservation requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. The proposed Project would not result in any potentially significant impacts related to Energy Conservation. CEQA does not require consideration of alternatives to the Project or consideration of additional mitigation measures because there would not be any significant impacts to avoid or reduce related to this topic, and no mitigation is required.

4.7 GEOLOGY AND SOILS

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:			
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	☐	☐	☒
ii. Strong seismic ground shaking?	☐	☐	☒
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☒
iv. Landslides?	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☒
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☒

4.7.1 Existing Setting

The Project area is located within the seismically active region of southern California. However, according to the State of California Department of Conservation Earthquake Zones of Required Investigation for the Newport Beach Quadrangle, the Project site is not in an identified Alquist-Priolo Earthquake Fault Zone. The nearest identified Alquist-Priolo Earthquake Fault Zone is approximately 4 miles southwest of the Project site.

According to the United States Department of Agriculture Natural Resources Conservation Service's Web Soil Survey, the soils on the Project site are comprised entirely of Hueneme fine sandy loam, drained. The shrink-swell potential for Hueneme fine sandy loam, drained, is slight.

According to the City's Public Safety Element of the General Plan, the area along the Santa Ana River and south of the I-405, which includes the Project area, has a high potential for liquefaction. In addition, the City of Fountain Valley, including the Project site, is located within an area of known subsidence.

4.7.2 Impacts Identified in the Specific Plan EIR

The Specific Plan EIR analyzed the Specific Plan's potential Geology and Soils impacts on pages 3.3-1 through 3.3-12.

As detailed in the Specific Plan EIR, new land uses anticipated to occur under within the Specific Plan area would potentially be exposed to moderate to strong seismic ground shaking in the event of an earthquake on a nearby fault (i.e., the Newport-Inglewood Fault or the San Andreas Fault). All new structures constructed in the Specific Plan area would be required to adhere to the most current building standards of the Fountain Valley Municipal Code and the Fountain Valley Building Code, which adopt California Building Code (CBC) standards by reference with local amendments. Compliance with the CBC includes seismic design and construction parameters to ensure the protection of structures and occupants from seismic hazards during an earthquake. In addition, applicants of new projects would be required to prepare and submit a site-specific geotechnical report for review and approval by the City's Building and Safety Division prior to the issuance of a grading or a building permit. Design of future projects would be required to incorporate the design requirements for structures and foundations to maintain structural integrity during an earthquake that are identified in the geotechnical report. In addition, no known faults traverse the Specific Plan area, and the Specific Plan area is not located in an Alquist-Priolo Fault Zone. Therefore, the Specific Plan EIR concluded that there is no reasonably foreseeable hazard of fault rupture in the Specific Plan area, and impacts would be less than significant.

According to the Specific Plan EIR, the City has a very high potential for liquefaction, due to the high groundwater level (within 10 ft of the surface) throughout the City. The entire City is mapped within an area potentially susceptible to liquefaction according to the Newport Beach Quadrangle Seismic Hazard Zone map. Further, the City of Fountain Valley is located within an area of known subsidence associated with drainage of organic and peat soils. All new structures constructed in the Specific Plan area would be required to adhere to the most current building standards of the Fountain Valley Municipal Code, the Fountain Valley Building Code, and the CBC. Adherence to the applicable building codes, specifically to the soil stability construction parameters, would ensure the maximum practicable protection available for all structures constructed within the Specific Plan area and their occupants and visitors. Compliance with the CBC includes procedures to ensure the protection of structures and occupants from liquefaction and subsidence hazards. As a result, impacts related to soil instability would be less than significant.

The Specific Plan EIR concluded that, because there are no soils in the Specific Plan area that have a high expansion potential, the potential for expansive soils to create substantial risks to life or property would be less than significant.

According to the Specific Plan EIR, the Specific Plan area is developed with most of the land surface covered by impervious materials such as buildings and paved parking areas. Due to the very small quantity of soil currently exposed at the surface, and the relatively level topography of the Specific Plan area, the Specific Plan EIR concluded that the potential for erosion hazards is low.

The Specific Plan EIR concluded that no impacts related to alternative wastewater disposal systems would occur because the Specific Plan area does not involve use or development of septic tanks or alternative wastewater disposal systems as sewers are available for the disposal of wastewater.

4.7.3 Analysis of Project Impacts

a. Would the Project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Would the Project expose people or structures to a rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

The Project site is located in southern California, which is a seismically active region. However, the Project site is not in an identified Alquist-Priolo Earthquake Fault Zone. Therefore, the proposed Project would not expose people or structures to substantial adverse effects involving the rupture of a known earthquake fault as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, and no mitigation is required.

The Specific Plan EIR concluded that there is no reasonably foreseeable hazard or fault rupture in the Specific Plan area and that such impacts would be less than significant. The proposed Project, which is located in the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

ii. Would the Project expose people or structures to a strong seismic ground shaking?

The Project site is located in southern California, a known seismically active region. Active and potentially active faults in southern California are capable of producing seismic shaking on the Project site. Thus, it is likely the proposed Project site would periodically experience ground acceleration as a result of exposure to moderate-to-large magnitude earthquakes, and seismic ground shaking on one of the nearby regional faults may cause damage to development. Therefore, the Project has the potential to expose people and structures to substantial adverse effects related to the site and regional geology, including those associated with strong seismic ground shaking.

Project design would comply with the seismic design standards and construction parameters of the CBC, the Fountain Valley Municipal Code, and the Fountain Valley Building Code. In addition, as part of the discretionary project review process, a Project-specific geotechnical report would be prepared for the Project, which would identify design requirements for structures and foundations to maintain structural integrity during an earthquake. The geotechnical report recommendations would be incorporated into the design of the proposed Project. Compliance with the design requirements of the CBC and implementation of the recommendations of the geotechnical report would ensure that impacts related to strong seismic ground shaking would be less than significant. No mitigation is required.

The Specific Plan EIR concluded that impacts related to strong seismic shaking would be less than significant with compliance with the CBC and Project-specific geotechnical report recommendations. The proposed Project would also comply with the CBC and the Project-

specific geotechnical report recommendations and would, therefore, not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

iii. Would the Project expose people or structures to a seismic-related ground failure, including liquefaction?

The Project has the potential to expose people and structures to substantial adverse effects related to the site and regional geology, including those associated with liquefaction. As stated above, the Project site is mapped within an area with a high potential for liquefaction. According to the City's Municipal Code, Section 21.14.050, the Project site is in the Seismic Hazard (SH) overlay zoning district. This section states that development in the SH overlay zone may be subject to specific design requirements and preparation of a site-specific soils report due to the high potential for liquefaction to take place. A site-specific geotechnical report will be prepared for the Project and will include recommendations to address effects related to or resulting from geologic conditions. In addition, the Project design will comply with the design requirements of the CBC to address any potential for seismic-related ground failure that is identified in the geotechnical report. Compliance with the design requirements of the CBC and implementation of the recommendations of the geotechnical report would ensure that impacts related to seismic-related ground failure would be less than significant. No mitigation is required.

The Specific Plan EIR concluded that impacts related to seismic-related ground failure would be less than significant with compliance with the CBC and Project-specific geotechnical report recommendations. The proposed Project would also comply with the CBC and Project-specific geotechnical report recommendations and would, therefore, not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

iv. Would the Project expose people or structures to landslides?

The Project site is relatively flat, and no substantial hillsides or unstable slopes are immediately adjacent to the site boundary. As a result, there is no potential for landslide hazards, and no mitigation is required.

The Specific Plan EIR concluded that the risk of landslide and slope instability is minimal as a result of the relatively level topography of the City. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

b. Would the Project result in substantial soil erosion or the loss of topsoil?

As discussed in Section 4.10, Hydrology and Water Quality, construction activities would disturb and expose topsoil and increase the potential for erosion. However, Project construction would comply with the requirements of the Construction General Permit, including preparation of a Storm Water Pollution Prevention Plan (SWPPP) and implementation of Construction Best Management Practices (BMPs). Construction BMPs would include, but not be limited to, Erosion Control and Sediment Control BMPs designed to minimize erosion and retain sediment on site. Compliance with the Construction General Permit would ensure that impacts related to erosion would be low.

In the proposed condition, a portion of the Project site would be impervious surface area and not prone to on-site erosion because no soil would be included in these areas. The remaining portion of the site would consist of pervious area, which would contain landscaping that would minimize on-site erosion by stabilizing the soil and allowing for infiltration. Therefore, impacts related to erosion would be low and less than significant. No mitigation is required.

The Specific Plan EIR concluded that, due to the very small quantity of soil currently exposed at the surface, and the relatively level topography of the Specific Plan area, the potential for erosion hazards is low. Similarly, the proposed Project is located within the Specific Plan area and proposes development of a majority of the site with impervious structures with little soil exposed at the surface. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

c. Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Refer to Responses 4.6 (a) (iii) and (iv), above, for discussion on the potential impacts associated with liquefaction and landslides, respectively. There are no substantial hillsides or unstable slopes on the Project site; therefore, there is no potential for landslide hazards. However, the Project is located in the City of Fountain Valley, which is mapped as susceptible to subsidence and liquefaction. A site-specific geotechnical report will be prepared for the Project site to identify any geologic conditions that could affect the Project. The geotechnical report will include recommendations to address effects related to or resulting from any identified geologic conditions. In addition, the Project design will comply with the design requirements of the CBC to address any potential for unstable geologic units or unstable soils that are identified in the geotechnical report. Compliance with the design requirements of the CBC and implementation of the recommendations of the geotechnical report would ensure that impacts related to unstable geologic units or soils would be less than significant. No mitigation is required.

The Specific Plan EIR concluded that impacts related to unstable geologic units or soils would be less than significant with compliance with the CBC and Project-specific geotechnical report recommendations. The proposed Project would comply with the CBC requirements and

recommendations of the geotechnical report and would, therefore, not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

d. Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

As discussed previously, the soils on the Project site are comprised entirely of Hueneme fine sandy loam, drained, which has a slight shrink-swell potential. Therefore, the on-site soils do not have a high expansion potential. The potential of the Project being located on expansive soils thereby creating substantial risks to life or property would be less than significant. No mitigation is required.

The Specific Plan EIR concluded that, because there are no soils in the Project site that have a high expansion potential, the potential for expansive soils to create substantial risks to life or property would be less than significant. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

e. Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

The proposed Project would not include the use of septic tanks or alternative methods for disposal of wastewater into subsurface soils. No on-site sewage disposal systems (e.g., septic tanks) are planned. The proposed Project would connect to existing public wastewater infrastructure. Therefore, the proposed Project would not result in any impacts related to septic tanks or alternative wastewater disposal methods. No mitigation is required.

The Specific Plan EIR concluded that no impacts related to alternative wastewater disposal systems would occur because sewers are available for the disposal of wastewater. The proposed Project, which would also connect to sewers for wastewater, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

4.7.3.1 Mitigation Measures

The Specific Plan EIR does not include mitigation related to Geology and Soils. No additional mitigation measures would be required for the proposed Project.

4.7.4 Findings Related to Geology and Soils

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts

related to Geology and Soils, and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Geology and Soils that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Geology and Soils requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. The proposed Project would not result in any potentially significant impacts related to Geology and Soils. CEQA does not require consideration of alternatives to the Project or consideration of additional mitigation measures because there would not be any significant impacts to avoid or reduce related to this topic, and no mitigation is required.

4.8 GREENHOUSE GAS EMISSIONS

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒

4.8.1 Existing Setting

Greenhouse gases (GHGs) are present in the atmosphere naturally, are released by natural sources, or are formed from secondary reactions taking place in the atmosphere. However, over the last 200 years, human activities have caused substantial quantities of GHGs to be released into the atmosphere. These extra emissions are increasing GHG concentrations in the atmosphere, and enhancing the natural greenhouse effect, which is believed to be causing global climate change. The gases that are widely seen as the principal contributors to human-induced global climate change are:

- Carbon dioxide (CO_2)
- Methane (CH_4)
- Nitrous oxide (N_2O)
- Hydrofluorocarbons (HFCs)
- Perfluorocarbons (PFCs)
- Sulfur Hexafluoride (SF_6)

While GHGs produced by human activities include naturally-occurring GHGs such as CO_2, CH_4, and N_2O, some gases, like HFCs, PFCs, and SF_6 are completely new to the atmosphere. Certain other gases, such as water vapor, are short-lived in the atmosphere compared to those GHGs that remain in the atmosphere for significant periods of time, contributing to climate change in the long term. Water vapor is generally excluded from the list of GHGs because it is short-lived in the atmosphere and its atmospheric concentrations are largely determined by natural processes, such as oceanic evaporation. For the purposes of this analysis, the term “GHGs” will refer collectively to the six gases identified in the bulleted list provided above.

Section 15064.4 of the *State CEQA Guidelines* states that: “A lead agency should make a good-faith effort, based to the extent possible on scientific and factual data, to describe, calculate, or estimate the amount of GHG emissions resulting from a project.” In performing that analysis, the lead agency has discretion to determine whether to use a model or methodology to quantify GHG emissions, or to rely on a qualitative analysis or performance-based standards. In making a determination as to the significance of potential impacts, the lead agency then considers the extent to which the Project may increase or reduce GHG emissions as compared to the existing environmental setting, whether the Project emissions exceed a threshold of significance that the lead agency determines applies to the Project, and the extent to which the Project complies with regulations or requirements adopted to implement a Statewide, regional, or local plan for the reduction or mitigation of GHG emissions.

Currently, there is no Statewide GHG emissions threshold that has been used to determine the potential GHG emissions impacts of a project. Thresholds and threshold methodology and are still being developed and revised by air quality districts in the State. Therefore, this environmental issue remains unsettled and must be evaluated on a case-by-case basis until such time as South Coast Air Quality Management District (SCAQMD) adopts significance thresholds and GHG emissions impact methodology. In addition, the City of Fountain Valley currently has no polices, plans, regulations, and thresholds of significance, or other municipal laws that directly address climate change. Therefore, in the absence of a climate action plan for the City, SCAQMD thresholds, when adopted, would apply to future development in the City.

To provide guidance to local lead agencies on determining significance for GHG emissions in their CEQA documents, SCAQMD convened a GHG CEQA Significance Threshold Stakeholder Working Group (Working Group).[4] Based on the September 2010 Working Group meeting (Meeting No. 15), SCAQMD suggested a "bright-line" screening-level threshold of 3,000 metric tons of carbon dioxide equivalent (CO_2e) annually for office land use types, which is applicable to the proposed Project and is used in this analysis.

4.8.2 Impacts Identified in the Specific Plan EIR

The Specific Plan EIR analyzed the Specific Plan's potential GHG impacts on pages 3.4-1 through 3.4-20.

The Specific Plan EIR analyzed the Specific Plan impacts related to GHGs based on the SCAQMD's "bright-line" screening-level threshold of 3,000 metric tons of CO_2e. The Specific Plan EIR determined that implementation of the Specific Plan would generate GHG emissions both from mobile and operational sources, as well as short-term GHG emissions from construction. GHG emissions associated with construction and operation of the Specific Plan were quantified using California Emissions Estimator Model (CalEEMod). As identified in the Specific Plan EIR, short-term construction GHG emissions were considered to be approximately 2,415.2 metric tons per year for build out of the Specific Plan. When amortized over the 30-year life of the Specific Plan, annual emissions would be 1,027.4 metric tons of CO_2e. In addition, the Specific Plan EIR determined that build out of the Specific Plan would result in approximately 2,472.4 metric tons of CO_2e per year. As such, the results of CalEEMod analysis determined that impacts related to GHG emissions would be less than significant.

In addition, the Specific Plan EIR determined that the Specific Plan would not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of GHGs as Specific Plan-related GHG emissions would be below adopted regional 2035 GHG reduction goals. In addition, consistent with Southern California Association of Governments' (SCAG) 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) alignment of transportation, land use, and housing strategies, the Specific Plan EIR determined that

[4] South Coast Air Quality Management District (SCAQMD). Greenhouse Gases (GHG) CEQA Significance Thresholds. Website: http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/ghg-significance-thresholds/ (accessed May 2018).

the Specific Plan area is an infill location and would provide residential and commercial uses in walking distance to proposed recreational uses, entertainment, and commercial retail, which would result in reduced vehicle miles traveled (VMT), as compared to a project of similar size and land uses at a more suburban location.

4.8.3 Analysis of Project Impacts

a. Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

The following section describes the proposed Project's construction- and operational-related GHG emissions and contribution to global climate change.

Construction Emissions. Construction activities associated with the proposed Project would produce combustion emissions from various sources. During construction, GHGs would be emitted through the operation of construction equipment and from worker and builder supply vendor vehicles, each of which typically use fossil-based fuels to operate. The combustion of fossil-based fuels creates GHGs such as CO_2, CH_4, and N_2O. Furthermore, CH_4 is emitted during the fueling of heavy equipment. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change.

The SCAQMD does not have an adopted threshold of significance for construction-related GHG emissions. However, lead agencies are required to quantify and disclose GHG emissions. The SCAQMD requires the construction GHG emissions to be amortized over the life of the Project, defined as 30 years, added to the operational emissions, and compared to the applicable interim GHG threshold tier. Using CalEEMod, it is estimated that the proposed Project would generate approximately 1,083.7 metric tons of CO_2e during construction of the Project (compared to 2,415.2 metric tons per year identified for build out of the Specific Plan). When amortized over the 30-year life of the proposed Project, annual emissions would be 36.1 metric tons of CO_2e (compared to 1,027.4 metric tons per year identified for build out of the Specific Plan).

The Specific Plan EIR analysis determined that impacts related to GHG emissions would be less than significant. Annual emissions amortized over the 30-year life of the proposed Project would be substantially below the estimates for the Specific Plan. Therefore, construction of the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

Operational Emissions. Development of the proposed Project would contribute to the significant GHG impacts identified in the Specific Plan EIR. As with the Specific Plan, long-term operation of the proposed Project would generate GHG emissions from area sources and indirect emissions from sources associated with energy consumption. Area-source emissions would be associated with activities such as landscaping and maintenance on the Project site, and other sources. This analysis assumes that the proposed Project would not increase vehicle trips as the proposed Project would construct new administration buildings and relocate these uses from Plant No. 1 to the Project site north of Ellis Avenue.

Table H: Operational Greenhouse Gas Emissions (MT/yr)

Source	Bio-CO_2	NBio-CO_2	Total CO_2	CH_4	N_2O	CO_2e
Area Sources	0.0	0.0	0.0	0.0	0.0	0.0
Energy Sources	0.0	515.3	515.3	0.0	0.0	517.3
Mobile Sources	0.0	0.0	0.0	0.0	0.0	0.0
Waste Sources	15.6	0.0	15.6	0.9	0.0	38.6
Water Usage	5.2	110.8	116.0	0.5	0.0	133.6
Total Operational Emissions	**20.8**	**626.1**	**646.9**	**1.5**	**0.0**	**689.5**
Amortized Construction Emissions						36.1
Total Emissions						**725.6**
					SCAQMD Threshold	**3,000**
					Significant?	**No**

Source: LSA (November 2019).
Note: While the CH_4 and N_2O emissions are shown as zero, some are actually just less than 1. However, they do contribute to the CO_2e total.

Bio-CO_2 = biologically generated CO_2
CH_4 = methane
CO_2 = carbon dioxide
CO_2e = carbon dioxide equivalent
MT/yr = metric tons per year
N_2O = nitrous oxide
NBio-CO_2 = Non-biologically generated CO_2
SCAQMD = South Coast Air Quality Management District

Following guidance from the SCAQMD, GHG emissions were estimated for the proposed Project using CalEEMod. Table H shows the calculated GHG emissions for the proposed Project. CalEEMod output sheets are provided in Appendix A.

As discussed above, according to SCAQMD, a project would have less than significant GHG emissions if it would result in operational-related GHG emissions of less than 3,000 metric tons of CO_2e per year. Based on the analysis results, the proposed Project would result in approximately 725.6 metric tons of CO_2e per year and, therefore, would not exceed the SCAQMD's numeric threshold of 3,000 metric tons of CO_2e per year.

The Specific Plan EIR determined that build out of the Specific Plan would result in approximately 2,472.4 metric tons of CO_2e per year, with an overall net decrease of 997.8 metric tons of CO_2e per year compared to the existing land uses, and would not exceed the SCAQMD threshold of 3,000 metric tons of CO_2e per year. Therefore, the proposed Project emissions, which are also below the SCAQMD threshold of 3,000 metric tons of CO_2e per year, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

b. Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

As indicated above, the City does not currently have an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. In addition, the proposed Project would be designed to achieve LEED Platinum Certification, which would reduce energy and water

consumption and reduce area emissions. As with implementation of the Specific Plan, the Project would not hinder the State's GHG reduction goals established by Assembly Bill (AB) 32 and Senate Bill (SB) 375. In addition, as discussed in the Specific Plan EIR, the Specific Plan would not conflict with the 2016–2040 SCAG RTP/SCS alignment of transportation, land use, and housing strategies. The 2016–2040 SCAG RTP/SCS focuses on an integrated land use and transportation strategy to reduce GHG emissions. The purpose of the SCAG RTP/SCS is to achieve the regional per capita GHG reduction targets for the passenger vehicle and light-duty truck sector established by CARB pursuant to SB 375. The proposed Project would involve construction and operation of a new administration building and a surface parking lot and would relocate the existing administrative uses from Plant No. 1 to the Project site north of Ellis Avenue. Implementation of the proposed Project would not result in an increase in OCSD employees because the Project is characterized as a relocation, rather than an expansion, of existing operations. As a result, the Project would not increase existing vehicle trips. In addition, as discussed in the Specific Plan EIR, the Specific Plan area is an infill location and would provide residential and commercial uses in walking distance to proposed recreational uses, entertainment, and commercial retail, which would result in reduced VMT, as compared to a project of similar size and land uses at a more suburban location. As such, the proposed Project would not conflict with the goals of the SCAG RTP/SCS. Therefore, the proposed Project would not conflict with any applicable plan, policy, or regulation pertaining to GHGs, and the impact would remain less than significant.

The Specific Plan EIR determined that build out of the Specific Plan would not conflict with any applicable plan, policy, or regulation pertaining to GHGs. Similarly, the proposed Project, which is designed to achieve LEED Platinum Certification and would not conflict with any applicable plan, policy, or regulation pertaining to GHGs, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

4.8.3.1 Mitigation Measures

The Specific Plan EIR does not include mitigation related to GHG emissions. No mitigation would be required for the proposed Project.

4.8.4 Findings Related to Greenhouse Gas Emissions

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Greenhouse Gas Emissions, and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Greenhouse Gas Emissions that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Greenhouse Gas Emissions requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. The proposed Project would not result in any potentially significant impacts related to Greenhouse Gas Emissions. CEQA does not require consideration of alternatives to the Project or consideration of additional mitigation measures because there would not be any significant impacts to avoid or reduce related to this topic, and no mitigation is required.

4.9 HAZARDS AND HAZARDOUS MATERIALS

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard for people residing or working in the Project area?	☐	☐	☒
f. For a project within the vicinity of a private airstrip, would the Project result in a safety hazard for people residing or working in the Project area?	☐	☐	☒
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒

4.9.1 Existing Setting

The five existing industrial warehouse buildings on the Project site were constructed in 1971 and would be demolished upon Project implementation. Based on the ages of these buildings, there is a potential for building materials to contain asbestos or lead-based paint (LBP). A potential release of hazardous materials could occur when asbestos-containing materials (ACM) or LBPs are disturbed during renovation or demolition activities. This disturbance could be harmful to human health. As part of the Property Conditions Summary (Jacobs 2016) prepared for the Project, a hazardous building materials (HBM) survey was conducted, which confirmed that materials containing ACMs and LBPs are present in the existing industrial warehouse buildings on the Project site.

Standard equipment suspected of potentially containing polychlorinated biphenyls (PCBs) includes industrial-capacity transformers, fluorescent light ballasts, and oil-cooled machinery. The visual inspection of the Project site conducted as part of the Property Conditions Summary identified 461

fluorescent light bulbs on the Project site; however, the labeling on the ballasts did not indicate the presence of PCBs.

Other hazardous materials such as refrigerant (in heating, ventilation, and air conditioning [HVAC] units), transformers, batteries, and numerous chemicals (e.g., spray paints, solvents, and cleaning chemicals) were observed on the Project site during the visual inspection.

No existing or proposed schools are located within a 0.25-mile-radius of the Project site. The nearest schools are Gisler Elementary School and Cox Elementary School, approximately 0.5 mile to the southwest and 0.8 mile to the northwest, respectively, of the Project site.

The Project site is approximately 6 miles west of John Wayne Airport in the City of Santa Ana. According to the Airport Land Use Commission, the Project site does not fall within the John Wayne Airport Planning Area. There are no private airstrips in the vicinity of the Project site.

The Fountain Valley Fire Department (FVFD) is responsible for providing emergency response, fire prevention, education, and emergency medical services to citizens and visitors to Fountain Valley. Roads used as response corridors/evacuation routes usually follow the most direct path to or from various parts of a community. For the Project site, and the surrounding areas, the main corridors anticipated to be used by emergency services providers are Brookhurst Street, Ellis Avenue, I-405, and other arterials and freeways in this part of Fountain Valley. In addition, the City of Huntington Beach has designated Brookhurst Street as a tsunami evacuation path.

The Project site and the surrounding areas are developed with urban and suburban uses and do not include brush- and grass-covered areas typically found in areas susceptible to wildfires.

4.9.2 Impacts Identified in the Specific Plan EIR

The Specific Plan EIR analyzed the Specific Plan's potential Hazards and Hazardous Materials impacts on pages 3.5-1 through 3.5-18.

According to the Specific Plan EIR, the majority of existing buildings in the Specific Plan area were constructed in the 1960s and 1970s. Based on their age, these structures may have been constructed with hazardous building materials such as LBPs and ACMs. In addition, fluorescent light tubes containing mercury vapors, fluorescent light ballasts containing PCBs, and PCB-containing electrical equipment may be present in the buildings. Demolition and excavation activities could result in the accidental release and expose of construction workers and the public to hazardous materials.

Any renovation or demolition would be required by law to follow South Coast Air Quality Management District (SCAQMD) and California Occupational Safety and Health Administration (Cal/OSHA) regulations regarding abatement of ACMs and the Cal/OSHA Lead in Construction Standard for the abatement of LBPs. Together, these regulations require sampling, safe work practices, and appropriate disposal that would protect workers from harmful exposures to these substances during construction activities and prevent contamination of surrounding soil or water.

The Specific Plan EIR concluded that impacts related to the release of hazardous building materials would be less than significant with compliance with existing laws and regulations.

According to the Specific Plan EIR, existing businesses within the Specific Plan area may use and store hazardous materials such as solvents, chemicals, or other hazardous materials to support normal business operations that could expose workers and occupants to hazardous materials or waste or result in the event of an accidental release. The Specific Plan concluded that this would be a significant impact prior to mitigation. As such, the Specific Plan EIR included Mitigation Measure MM HAZ-1, which requires each development and redevelopment project to prepare a Phase I Environmental Site Assessment (Phase I ESA) and/or additional technical investigations prior to demolition activities. Prior to demolition, hazardous materials or waste stored at these locations would be removed and the hazardous materials and waste facilities in these buildings would be closed in accordance with applicable laws and regulations designed to address hazardous materials or waste and protect human health and the environment. Compliance with these regulatory requirements, including preparation of a Phase I ESA and/or additional technical investigations would ensure that impacts related to exposure to hazardous materials or waste stored or used in the existing buildings would be less than significant with implementation of Mitigation Measure MM HAZ-1.

A database search of regulatory records was conducted for the Specific Plan EIR. All sites identified within the Specific Plan area are either cleanup sites under a tiered permit, non-operating permitted sites, or underground fuel tanks with cleanup completed. Nonetheless, the Specific Plan EIR concluded that land use changes could potentially occur on hazardous materials sites and could result in potential hazards risk to the environment and public health, resulting in a potentially significant impact. Individual development projects engaging in activities involving the handling of hazardous substances or waste would be required to receive all necessary permits and authorization by the appropriate governing agencies. The Specific Plan EIR concluded that, with compliance with the regulatory codes, the potential for projects to result in substantial adverse impacts related to redevelopment of an existing known hazardous waste site would be low. The Specific Plan EIR also included MM HAZ-1, which requires individual development projects within the Specific Plan area to prepare a Phase 1 ESA prior to commencement of demolition or excavation. The Specific Plan EIR concluded that implementation of MM HAZ-1 would ensure that impacts from hazardous waste sites compiled pursuant to Government Code Section 65962.5 would be less than significant with mitigation.

There are no existing or proposed schools within 0.25 mile of the Specific Plan area. Therefore, the Specific Plan EIR concluded that impacts from emissions or handling of hazardous materials within the vicinity of a school would be less than significant.

The Specific Plan area lies 3.7 miles northwest of John Wayne Airport, and is located just outside of the Airport's Influence Area. Therefore, the Specific Plan EIR determined that it is not subject to any development restrictions from the Airport Environs Land Use Plan (AELUP). Therefore, the Specific Plan EIR concluded that impacts related to airport land use plans would be less than significant.

The Specific Plan area does not contain and is not proximate to a private airstrip; therefore, the Specific Plan EIR concluded that no impacts related to hazards from a private airstrip would occur.

Growth anticipated from development within the Specific Plan area would increase demand for emergency response capabilities in the immediate vicinity. However, the Specific Plan EIR found that this intensification of land uses would be consistent with general development in the region and would not result in a substantial increase in emergency response requirements beyond the capacity of existing services. Further, projects within the Specific Plan area would be built in compliance with the City of Fountain Valley General Plan Public Safety Element and the 2004 Huntington Beach/ Fountain Valley Hazard Mitigation Plan including all applicable building, fire, and emergency response plans. Individual development projects would require approval of the City and payment of fees to support any required increases and services that would potentially occur. Therefore, impacts related to impairment of implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan would be less than significant.

The Specific Plan area is fully urbanized and is not directly adjacent to hillsides or other wildland areas. Therefore, the Specific Plan EIR concluded that no risk of loss, injury, or death involving wildland fires would occur from build out of the Specific Plan.

4.9.3 Analysis of Project Impacts

a. Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Construction activities associated with the proposed Project would use a limited amount of hazardous and flammable substances/oils during heavy equipment operation for site excavation, grading, and construction. The amount of hazardous chemicals present during construction is limited and would be used in compliance with existing government regulations. The potential for the release of hazardous materials during Project construction is low, and even if a release would occur, it would not result in a significant hazard to the public, surrounding land uses, or environment due to the small quantities of these materials associated with construction vehicles.

The Project proposes to construct a new administration building. The proposed use typically does not present a hazard associated with the accidental release of hazardous substances into the environment because employees are not anticipated to use, store, dispose, or transport large volumes of hazardous materials. Hazardous substances associated with the office uses are typically limited in both amount and use such that they can be contained without impacting the environment. Project operation would involve the use of potentially hazardous materials (e.g., solvents, cleaning agents, paints, fertilizers, and pesticides) typical of office uses that, when used correctly and in compliance with existing laws and regulations, would not result in a significant hazard to residents or workers in the vicinity of the proposed Project. Operational impacts are considered less than significant, and no mitigation is required.

The Specific Plan EIR concluded that impacts related to the routine transport, use, or disposal of hazardous materials would be less than significant with compliance with existing government

regulations. The proposed Project would also comply with existing regulations governing the transport, use, and disposal of hazardous materials. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts because the proposed Project would not require the transport, use, or disposal of substantial amounts of hazardous materials. No mitigation measures are required.

b. Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

The following Phase I ESAs were prepared for the proposed Project: *Hazardous Building Materials Survey for 18475 Pacific Street & 18484 Bandilier Circle (Arcadis 2016), Phase I ESA for 18429 Pacific Street* (Arcadis 2018a)*, Phase I ESA for 18368 - 18384 Bandilier Circle* (Arcadis 2018b)*,* and *Phase I ESA for 18410 - 18436 Bandilier Circle* (Arcadis 2018c). The Phase I ESAs did not identify any recognized environmental conditions (RECs), controlled recognized environmental conditions (CRECs), or historical recognized environmental conditions (HRECs) in connection with the Project site, and no further investigation was recommended. However, out of an abundance of caution due to the Project site's previous use for agricultural activities, a Phase II Soil Sampling Report (Arcadis 2018d) was prepared for four properties. The Phase II Report evaluated the potential for residual pesticides to be present in near surface soil to determine if soil contains concentrated amounts of organochlorine pesticides (OCPs). In in the soil samples analyzed, the Phase II did not detect OCPs at concentrations exceeding the EPA's regulatory screening criteria. The Phase II determined that no additional assessment, remediation, or removal is necessary.

The proposed Project would include demolition of the existing on-site industrial warehouse buildings, which as discussed previously, contain ACMs and LBPs. Any renovation or demolition would be required by law to follow SCAQMD and Cal/OSHA regulations regarding abatement of ACMs and the Cal/OSHA Lead in Construction Standard for the abatement of LBPs. Together, these regulations require sampling, safe work practices, and appropriate disposal that would protect workers from harmful exposures to these substances during construction activities and prevent contamination of surrounding soil or water. Demolition activities would also comply with the recommendations of the Property Conditions Summary, and the Phase I ESAs, which include recommendations to ensure compliance with existing regulations. In addition, MM HAZ-1, which requires individual development projects within the Specific Plan area to prepare a Phase 1 ESA prior to commencement of demolition or excavation, states that project Applicants shall follow all applicable local, State, and federal codes and regulations, as well as applicable best management practices, related to the treatment, handling, and disposal of ACMs, LBPs, and PCBs to ensure public safety.

As stated previously, hazardous materials such as solvents, chemicals, or other hazardous materials are currently stored and used on the Project site. The public could be exposed to hazardous materials or waste in the event of an accidental release. Mitigation measure MM HAZ-1 from the Specific Plan EIR would be applicable to the proposed Project, which

requires each development and redevelopment project to prepare a Phase I ESA and/or additional technical investigations prior to demolition activities. Prior to demolition, hazardous materials or waste stored at these locations would be removed and the hazardous materials and waste facilities in the existing industrial warehouse buildings would be closed in accordance with applicable laws and regulations designed to address hazardous materials or waste and protect human health and the environment. Compliance with these regulatory requirements, including preparation of a Phase I ESA and/or additional technical investigations would ensure that impacts related to exposure to hazardous materials or waste stored or used in the existing industrial warehouse buildings would be less than significant with implementation of Mitigation Measure MM HAZ-1. Compliance with existing regulations and MM HAZ-1 would ensure that impacts related to the upset of hazardous materials would be less than significant.

Hazardous substances associated with the proposed office uses would be limited in both amount and use such that they can be contained without impacting the environment. Project operation would involve the use of potentially hazardous materials (e.g., solvents, cleaning agents, paints, fertilizers, and pesticides) typical of office uses that, when used correctly and in compliance with existing laws and regulations, would not result in a significant hazard to residents or workers in the vicinity of the Project site. Operation of the proposed Project would not create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

The Specific Plan EIR concluded that impacts related to the accidental release of hazardous materials would be less than significant with implementation of MM HAZ-1, which requires preparation of a Phase 1 ESA. MM HAZ-1 is also applicable to the proposed Project, and Phase I ESAs have been prepared and any recommendations related to hazardous materials present in the existing industrial warehouse buildings will be implemented. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

c. Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

As discussed above, no existing or proposed schools are located within a 0.25-mile-radius of the Project site. Therefore, the proposed Project would not result in impacts related to hazardous materials and proximity to schools, and no mitigation is required.

The Specific Plan EIR concluded that impacts related to emissions or handling of hazardous materials within the vicinity of a school would be less than significant because no schools are located within 0.25 mile of the Specific Plan area. Therefore, the proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts because no schools are located in the vicinity of the Project site. No new mitigation measures are required.

d. Would the Project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Refer to Response 4.8 (a), above. A records search was conducted as part of the Specific Plan EIR. The Project site was not identified as a Permitted or Cleanup Site. In addition, of the 10 listed Permitted or Cleanup Sites, none were listed as open cases and none indicated that further action is required. Specifically, six sites have completed cleanup and the cases are closed; two sites do not require cleanup; one site is historically permitted; one site had its closure certification finalized in 2016; and one site requires no further action. Regardless, MM HAZ-1 in the Specific Plan EIR, which is applicable to the proposed Project, requires preparation of a Phase I ESA, which would include a government record search. The government records search will determine if the Project site could pose a potential environmental concern to the surrounding area, identify any environmental violations associated with activities conducted at the Project site, and identify if there are any nearby hazardous waste sites that could pose a hazard to the Project site. The Phase I ESAs did not identify any RECs, CRECs, or HRECs in connection with the Project site, and no further investigation was recommended. With preparation of Phase 1 ESAs and implementation of the recommendations contained in the Phase I ESAs, as required by MM HAZ-1, impacts related to hazards associated with hazardous materials sites would be reduced to a less than significant level.

The Specific Plan EIR concluded that impacts related to hazardous material sites would be less than significant with implementation of MM HAZ-1, which requires preparation of a Phase 1 ESA. MM HAZ-1 is also applicable to the proposed Project, and Phase I ESAs have been prepared and any recommendations related to hazardous waste sites will be implemented. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard for people residing or working in the Project area?

As discussed above, the Project site does not fall within the John Wayne Airport Planning Area. Further, the proposed Project would not result in safety hazards for people living or working in the area different than would occur under existing conditions. In total, 327 OCSD employees would move to a new site across Ellis Avenue from Plant No. 1. As a result, the Project would not increase the number of OCSD employees in the area. Consequently, the risk of safety hazards associated with John Wayne Airport would not be substantively different in this area of Fountain Valley with or without the Project. Therefore, no impacts would result, and no mitigation is required.

The Specific Plan EIR concluded that impacts related to airport land use plans would be less than significant because the Specific Plan area is not located within an airport land use plan area. Therefore, the proposed Project, which is located within the Specific Plan area, would not result

in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

f. For a project within the vicinity of a private airstrip, would the Project result in a safety hazard for people residing or working in the Project area?

No private airports or airstrips are located in the vicinity of the Project site. As a result, the proposed Project will not affect or be affected by aviation activities associated with private airports or airstrips. No mitigation is required.

The Specific Plan EIR concluded that no impacts related to hazards from a private airstrip would occur because no private airstrips are located within or in the vicinity of the Specific Plan area. Therefore, the proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

g. Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

The Project would involve construction and operation of a new administration building across the street from Plant No. 1, where the current administrative uses are presently housed. Existing employees would be relocated across Ellis Avenue from Plant No. 1 to the new administration building. As stated in Section 4.14, Population and Housing, the proposed Project would not represent a net increase in employees because the administrative use would provide work space for existing OCSD personnel currently located at OCSD's Plant No. 1. As a result, no increase demand for emergency response capabilities in the immediate vicinity of the Project site would occur. Additionally, the Project would be built in compliance with the City of Fountain Valley General Plan Public Safety Element and the 2004 Huntington Beach/Fountain Valley Hazard Mitigation Plan including all applicable building, fire, and emergency response plans. Therefore, impacts related to impairing the implementation of or physically interfering with an adopted emergency response plan or emergency evacuation plan would be less than significant. No mitigation is required.

The Specific Plan EIR also concluded that impacts related to an emergency plan would be less than significant because projects would not result in a substantial increase in emergency response requirements beyond the capacity of existing services and the Project would be built in compliance with existing City regulations. Similarly, the proposed Project would not increase demand for emergency services and would also be built in compliance with City requirements. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

h. Would the Project expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Wildland fires occur in geographic areas that contain the types and conditions of vegetation, topography, weather, and structure density susceptible to risks associated with uncontrolled fires that can be started by lightning, improperly managed camp fires, cigarettes, sparks from automobiles, and other ignition sources. The Project site and the surrounding areas are developed with urban and suburban uses and do not include brush- and grass-covered areas typically found in areas susceptible to wildfires. As a result, the proposed Project would not expose people or structures to a significant risk of loss, injury, or death associated with wildland fires. No mitigation is required.

The Specific Plan EIR also concluded that no risk of loss, injury, or death involving wildland fires would occur because the Specific Plan area is urban and not susceptible to wildfires. Therefore, the proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

4.9.3.1 Mitigation Measure

Based on the analysis and information above, Mitigation Measure MM HAZ-1 included in the Specific Plan EIR, would be applicable to the proposed Project. No additional mitigation measures related to hazards and hazardous materials beyond those identified in the Specific Plan EIR are required.

MM HAZ-1 **Phase I ESA**. Prior to demolition of a building or structure and/or excavation of subsurface improvements, project applicants of site specific development projects in the Project area shall prepare a Phase I ESA. Consistent with local, state, and federal regulations, the Phase I ESA shall be subject to City review and address the following:

- **ACM, LBP, and PCBs**. Prior to the issuance of any demolition or excavation permit, the Applicant shall conduct a comprehensive survey of ACM, LBP, and PCBs. If such hazardous materials are found to be present, the Applicant shall follow all applicable local, state, and federal codes and regulations, as well as applicable best management practices, related to the treatment, handling, and disposal of ACM, LBP, and PCBs to ensure public safety.

- **Potential On-Site Hazardous Materials or Conditions**. A visual survey and reconnaissance-level investigation of the existing site shall be conducted to determine if there are any structures or features within or near the buildings that are used to store, contain, or dispose of hazardous materials or waste. For any development within the Project area that has not been subject to a Phase I ESA or successful remediation efforts in the past, a Phase I ESA shall be

performed to determine the likelihood of contaminants in areas beyond what has already been assessed in accordance with USEPA ASTM Practice E 1527-05 as may be amended. If the Phase I ESA finds that contaminated soil or other hazardous materials or waste are suspected to be present within the area, the Applicant shall follow all applicable local, state and federal codes and regulations, as well as applicable best management practices, related to the treatment, handling, and disposal of each hazardous material or waste.

4.9.4 Findings Related to Hazards and Hazardous Materials

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Hazards and Hazardous Materials, and there is substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Hazards and Hazardous Materials that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Hazards and Hazardous Materials requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. This Addendum has analyzed all available relevant information and has determined that there is no new information of substantial importance that was unknown and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified indicating that: (1) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the Project proponent declines to adopt the mitigation measures or alternatives; or (2) mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the Project proponent declines to adopt the mitigation measures or alternatives.

As discussed above, the proposed Project would result in a potentially significant impact related to Hazards and Hazardous Materials. Mitigation was included in the Specific Plan EIR and adopted at the time the EIR was certified. The mitigation measure that is applicable to the proposed Project is listed in Section 4.9.3.1. Potential Project impacts related to Hazards and Hazardous Materials would be reduced below a level of significance with implementation of the applicable mitigation measures, none of which the Project proponent is declining to adopt.

4.10 HYDROLOGY AND WATER QUALITY

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Violate any water quality standards or waste discharge requirements?	☐	☐	☒
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☒
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☒
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☒
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒
f. Otherwise substantially degrade water quality?	☐	☐	☒
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☒
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☒
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☒
j. Inundation by seiche, tsunami, or mudflow?	☐	☐	☒

4.10.1 Existing Setting

According to the Specific Plan EIR, the Project site is located within the approximately 210-square-mile Santa Ana River watershed. The Santa Ana River originates approximately 75 miles northeast of the Project site in the San Bernardino Mountains, crosses through San Bernardino County and central Orange County, where it is channelized at the Prado Dam before it flows through Orange County and empties into the Pacific Ocean. The Santa Ana River is located approximately 0.25 mile to the east of the Project site.

The Project site is underlain by the approximately 350-square-mile Coastal Plain of the Orange County Groundwater Basin, which is managed by the OCWD. The Orange County Groundwater Basin is bound by the Puente and Chino Hills on the north, the Santa Ana Mountains on the east, and the

San Joaquin Hills on the south. The Orange County Groundwater Basin is bound by the Pacific Ocean on the southwest and by a low topographic divide approximated by the Orange County - Los Angeles County line on the northwest (DWR 2004).

According to the Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) Map No. 06059C0254J (December 2, 2009), the Project site is in an area designated as Zone X: Other Flood Areas. Zone X: Other Flood Areas identifies areas of 0.2 percent annual chance flood (500-year flood), areas of 1 percent annual chance flood (100-year flood) with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from a 1 percent annual chance flood. Specifically, according to the FIRM Map, the Project site is in an area protected by a levee and the 100-year flood is contained in the Santa Ana Channel. In addition, according to the Safety Element of the County of Orange General Plan (2005, amended in 2012), the Project site is in the Prado Dam Inundation Area.

The Pacific Ocean is approximately 5.5 miles from Plant No. 1 and the Project site and, according to the Tsunami Inundation Map for the Newport Beach Quadrangle, Plant No. 1 and the Project site do not fall within the tsunami inundation zone.

4.10.2 Impacts Identified in the Specific Plan EIR

The Specific Plan EIR analyzed the Specific Plan's potential Hydrology and Water Quality impacts on pages 3.6-1 through 3.6-14.

The Specific Plan EIR determined that construction of projects within the Specific Plan area would increase soil erosion and sediment transport that would have the potential to impact downstream receiving waters. However, each individual project would be required to comply with the requirements of the General Construction Permit, prepare and implement a Stormwater Pollution Prevention Plan, and implement and inspect stormwater pollution prevention measures and control practices. The Specific Plan EIR also determined that additional development and redevelopment within the Specific Plan area would not substantially increase the amount of impermeable surfaces and associated runoff. Rather, redevelopment would have a slightly beneficial impact on urban runoff and water quality because each project would require more open space, landscaping, and permeable areas compared to existing conditions. Additionally, future projects would be required to comply with the County Municipal National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, which requires that new development and redevelopment projects incorporate Low Impact Development (LID) measures to reduce pollutants washing off site and to maintain pre-development runoff rates. Stormwater runoff from new impervious surface areas would be infiltrated through bioretention areas where possible. With adherence to existing water quality regulations governing development and redevelopment, the Specific Plan EIR concluded that impacts associated with water quality standards and waste discharge requirements during construction and operation would be less than significant, and no mitigation was required.

The Specific Plan EIR determined that, given the relatively shallow depth of groundwater at the Project area, it is possible that subsurface excavation during construction could intercept shallow groundwater tables and that groundwater dewatering may be required. However, groundwater dewatering activities would be temporary and unlikely to be extensive and would, therefore, not

substantially affect groundwater levels. Build out of the Specific Plan area would result in redevelopment and a net increase in approximately 258,011 sf of developed areas and impervious surfaces. The Specific Plan area is primarily built out and impervious, a condition which does not support groundwater recharge. The Specific Plan requires a minimum of 3 acres of public space to be added to the Specific Plan area, which would increase the overall permeable surfaces within the Specific Plan area. In addition, the Specific Plan requires the installation of landscaped areas or other pervious surfaces to minimize runoff and provide additional opportunities for groundwater recharge. Furthermore, the Specific Plan would require development and redevelopment projects to implement LID and stormwater Best Management Practices (BMPs) to improve water quality and reduce runoff. Overall, build out of the Specific Plan would reduce runoff and increase opportunities for permeable area and groundwater recharge. Therefore, the Specific Plan EIR concluded that impacts to groundwater supply and aquifer levels would be less than significant, and no mitigation was required.

The Specific Plan EIR determined that build out of the Specific Plan would not alter natural streams, creeks, lakes, or other water bodies because none are present within the Specific Plan area. The Specific Plan area is served by an existing municipal stormwater drainage system. Construction activities could slightly alter on-site drainage patterns; however, any alteration in flows would be temporary and would continue to be directed into the existing storm drain system. Given that impermeable surfaces currently cover almost all of the Specific Plan area, implementation of the Specific Plan would not substantially increase the amount of impermeable surfaces and associated urban runoff.

The Specific Plan would provide for increased permeable area through development standards that require new open space, landscaping, and planted areas. As a result, the amount of urban runoff would decrease as compared to existing conditions. In addition, each development and redevelopment project would be subject to City review to ensure inclusion of design features that would continue to convey stormwater runoff to the existing municipal storm drain system. Therefore, the Specific Plan EIR concluded that impacts related to alteration of existing drainage patterns of the area such that substantial erosion, siltation, or flooding would occur would be less than significant.

The Specific Plan EIR determined that while minor flooding may be experienced within the Specific Plan area, because the Specific Plan area is not subject to the 100-year flooding, people or structures would not be exposed to a significant risk of loss, injury, or death involving flooding.

In addition, the Specific Plan area is located adjacent to the Santa Ana River and is likely subject to inundation in the event of failure or collapse the Prado Dam. However, due to the distance from Prado Dam and current emergency procedures that address dam failure or flooding, the likelihood of dam failure is low, and impacts related to flooding would be less than significant.

The Specific Plan EIR concluded that no impacts related to inundation by tsunami would occur because the Specific Plan area is not located within a tsunami inundation zone.

4.10.3 Analysis of Project Impacts

a. Would the Project violate any water quality standards or waste discharge requirements?

The proposed Project would result in changes to existing conditions, including the demolition of the five existing industrial warehouse buildings and construction and operation of a new administration building and surface parking lot on the Project site.

Construction and operation of the proposed Project has the potential to introduce additional pollutants into the storm drain system. During construction activities, excavated soil would be exposed, and there would be an increased potential for soil erosion and sedimentation compared to existing conditions. In addition, chemicals, liquid products, petroleum products (e.g., paints, solvents, and fuels), and concrete-related waste may be spilled or leaked and have the potential to be transported via storm runoff into receiving waters.

During construction, the total disturbed soil area would be approximately 5.2 acres. Projects that disturb greater than 1 acre of soil are required to obtain coverage under the State Water Resources Control Board (SWRCB) Construction General Permit. Project construction would comply with the requirements of the Construction General Permit, including preparation of a Storm Water Pollution Prevention Plan (SWPPP) and implementation of Construction BMPs. Construction BMPs would include, but not be limited to, Erosion Control and Sediment Control BMPs designed to minimize erosion and retain sediment on site; and Good Housekeeping BMPs to prevent spills, leaks, and discharge of construction debris and waste into receiving waters.

During operation, the proposed Project would change the operational pollutants, such as suspended solids/sediments, nutrients, heavy metals, pathogens (bacteria/viruses), pesticides, oil and grease, toxic organic compounds, and trash and debris, that are introduced into stormwater runoff. However, the proposed Project would reduce impervious surface area and would include BMPs, which combined would reduce the volume of and pollutants in stormwater runoff from the Project site compared to existing conditions. In its existing condition, the Project site has an impervious surface area of approximately 205,920 sf, or 91 percent. In the proposed condition, approximately 166,684 sf, or 73.5 percent, of the Project site would be comprised of impervious surface area. As such, implementation of the proposed Project would result in a decrease of impervious surface area on the Project site (from 91 percent to 73.5 percent).

The Project would comply with the requirements of the County Municipal NPDES Stormwater Permit. In accordance with the County of Orange Model Water Quality Management Plan (WQMP) template and the Technical Guidance Document for the County of Orange and the City, a Water Quality Management Plan (WQMP) is required to be prepared for the Project, which details the Low Impact Development features and treatment control BMPs to be included in the Project to reduce pollutants of concern in stormwater runoff. According to the *Conceptual Water Quality Management Plan* (September 2019) prepared for the Project, the proposed BMPs are bioretention basins. Four locations for bioretention basins have been identified: (1) on the southeast corner of the site, (2) at the east limit of the parking lot, (3) at the west limit of the parking lot, and (4) a smaller area within the employee courtyard. After being treated within

the bioretention basins, stormwater runoff would discharge to the City of Fountain Valley stormdrain system located within Ellis Avenue. Because stormwater runoff from the Project site is not currently treated, implementation of BMPs would reduce pollutants of concern in stormwater runoff and improve water quality of stormwater discharge from the Project site compared to existing conditions.

With adherence to existing water quality regulations, including the Construction General Permit and County Municipal NPDES Stormwater Permit, impacts associated with water quality standards and waste discharge requirements during construction and operation would be less than significant, and no mitigation is required.

The Specific Plan EIR concluded that impacts related to water quality standards and waste discharge requirements would be less than significant with compliance with existing regulations. Similarly, the proposed Project would comply with existing regulations and would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

b. Would the Project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

The potential for groundwater dewatering during construction cannot be ruled out at this time. As such, it is possible that that subsurface excavation during construction could intercept shallow groundwater tables and that groundwater dewatering may be required. However, groundwater dewatering activities would be temporary and unlikely to be extensive and would, therefore, not substantially affect groundwater levels.

In the existing condition, the Project site consists of primarily impervious surface areas, which do not promote infiltration. The Project would reduce the impervious surface area of the site, which can provide more opportunities for infiltration. However, because the infiltration potential of on-site soils is low, any increase in infiltration would be minimal. As such, the proposed Project would not substantially change on-site infiltration or alter groundwater infiltration or recharge. Therefore, Project impacts to groundwater supply and aquifer levels would be less than significant, and no mitigation is required.

The Specific Plan EIR concluded that build out of the Specific Plan would reduce runoff and increase opportunities for permeable area and groundwater recharge; therefore, impacts to groundwater supply and aquifer levels would be less than significant, and no mitigation was required. Any change in infiltration resulting from the proposed Project would be anticipated to be minimal. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

c. Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

The Project would not alter the course of a stream or river. Construction activities would slightly alter on-site drainage patterns and increase the potential for erosion and siltation due to ground-disturbing activities that would expose the top soil. However, Project construction would comply with the requirements of the Construction General Permit, including preparation of a SWPPP and implementation of Construction BMPs. Construction BMPs would include, but not be limited to, Erosion Control and Sediment Control BMPs designed to minimize erosion and retain sediment on site.

The Project would not permanently alter drainage patterns of the Project site, which is already developed. In the proposed condition, a portion of the Project site would consist of impervious surface area and not prone to on-site erosion or siltation because no soil would be included in these areas. The remaining portion of the site would consist of pervious area, which would contain landscaping that would minimize on-site erosion and siltation by stabilizing the soil. The Project would decrease on-site impervious surface areas, which would decrease stormwater runoff and decrease the potential for downstream erosion and siltation. In addition, the County MS4 Permit requires implementation of LID and stormwater BMPs to minimize runoff. The proposed Project includes bioretention basins in compliance with this requirement. Because the Project would decrease stormwater runoff from the project site by reducing impervious surface area and including BMPs, impacts related to alteration of existing drainage patterns in a manner that could result in on- or off-site erosion or siltation would be less than significant, and no mitigation is required.

The Specific Plan EIR concluded that impacts related to alteration of existing drainage patterns of the area such that substantial erosion or siltation would occur and impacts would be less than significant. The proposed Project would reduce impervious surface area and would comply with the County MS4 Permit, which requires implementation of LID and stormwater BMPs to minimize runoff. Because the Project would decrease stormwater runoff from the project site by reducing impervious surface area and including BMPs, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

d. Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Construction activities would slightly alter on-site drainage patterns; however, any alteration in flows would be temporary and would continue to be directed into the existing storm drain system. The proposed Project would include on-site drainage features that would accommodate and convey on-site stormwater runoff such that on-site flooding would not occur. These

drainage features would convey stormwater runoff to the existing municipal storm drain system. The proposed Project would reduce impervious surface area and would include implementation of LID and stormwater BMPs to reduce stormwater runoff discharged from the Project site. Because the Project would decrease stormwater runoff from the Project site, the Project would not increase the potential downstream flooding. Implementation of drainage features and BMPs would ensure that Project impacts related to alteration of existing drainage patterns of the area such that substantial flooding would occur would be less than significant, and no mitigation is required.

The Specific Plan EIR concluded that, because each project would include design features that would convey stormwater runoff to the existing municipal storm drain system, impacts related to the alteration of existing drainage patterns of the area such that flooding would occur and impacts would be less than significant. The proposed Project requires implementation of drainage features and BMPs to minimize runoff and flooding and would, therefore, not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

e. Would the Project create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Refer to Responses 4.9 (a) and 4.9 (d). The proposed Project would decrease impervious surface area on the Project site, which would decrease runoff and pollutant loading from the Project site. Additionally, the Project would include drainage features that would continue to convey stormwater runoff to the existing municipal storm drain system. In addition, the County MS4 Permit requires the installation of landscaped areas or other pervious surfaces and implementation of LID and stormwater BMPs to minimize and treat stormwater runoff. The proposed Project would include bioretention basins in compliance with this requirement to reduce both volume of and pollutants in stormwater runoff compared to existing conditions. Therefore, impacts related to exceedance of the capacity of stormwater drainage systems or provision of polluted runoff would be less than significant.

The Specific Plan concluded that impacts related to the exceedance of the capacity of stormwater drainage systems or the provision of polluted runoff would be less than significant. The proposed Project requires implementation of drainage features and BMPs to minimize runoff and flooding and would, therefore, not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

f. Would the Project otherwise substantially degrade water quality?

Refer to Response 4.9 (a), above. With adherence to existing water quality regulations, including the Construction General Permit and County Municipal NPDES Stormwater Permit, which includes implementation of construction and operational BMPs, impacts associated with

degradation of water quality during construction and operation would be less than significant, and no mitigation is required.

The Specific Plan EIR concluded that impacts related to degradation of water quality would be less than significant with compliance with existing regulations. Similarly, the proposed Project would comply with existing water quality regulations and would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

g. Would the Project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

The proposed Project does not include a housing component. Therefore, the Project would not place housing in a 100-year flood hazard area. No impacts would occur related to placement of housing in a 100-year flood hazard area, and no mitigation is required.

The Specific Plan EIR concluded that impacts related to flooding would be less than significant. Similarly, the proposed Project would not place housing in a 100-year flood hazard area and would, therefore, not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

h. Would the Project place within a 100-year flood hazard area structures which would impede or redirect flood flows?

As discussed above, the Project site is not located in a 100-year flood hazard area. Because the Project site is not located in a 100-year flood hazard area, the proposed Project would not place structures in a 100-year flood hazard area or impede or redirect flood flows, and no mitigation is required.

The Specific Plan EIR concluded that impacts related to flooding would be less than significant. The proposed Project is not located in a 100-year flood hazard area and would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

i. Would the Project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

The Project site is located in an area protected from inundation by levees (the Santa Ana River levee system) and within in the Prado Dam Inundation Area.

Prado Dam was designed in the 1930s, but increased its functioning capability due to Seven Oaks Dam, which was completed in November 1999, and is approximately 40 miles upstream on the Santa Ana River. During a flood, Seven Oaks Dam stores water destined for Prado Dam for as long as the reservoir pool at Prado Dam is rising. When the flood threat at Prado Dam has

passed, Seven Oaks Dam begins to release its stored flood water at a rate that does not exceed the downstream channel capacity. Working in tandem, the Prado and Seven Oaks Dams provide increased flood protection to Orange County.

Prado Dam is maintained and inspected to ensure its integrity and to ensure that risks are minimized. In addition, construction of the Santa Ana River Mainstem Project was initiated in 1989, and is scheduled for completion in 2020. The Santa Ana River Mainstem Project will increase levels of flood protection to more than 3.35 million people in Orange, San Bernardino, and Riverside Counties. Improvements to 23 miles of the Lower Santa Ana River channel, from Prado Dam to the Pacific Ocean, are 95 percent complete, with the remaining bank protection improvements in Yorba Linda currently under construction. Improvements to the Santa Ana River channel include construction of new levees and dikes. In addition, the Santa Ana River Mainstem Project includes improvements to Prado Dam that are currently underway and are estimated to be completed in 2021. The Prado Dam embankment has been raised and the outlet works have been reconstructed to convey additional discharges. Remaining improvements to Prado Dam include acquisition of additional land for the expansion of the Prado Reservoir, construction of protective dikes, and raising of the spillway (Orange County Flood Division 2018).

Although the Project would construct a new structure in an inundation zone, the proposed Project would not increase the chance of inundation from failure of Prado Dam. In addition, due to the distance from Prado Dam and current emergency procedures that address dam failure or flooding, the likelihood of dam failure is low, and impacts related to flooding as a result of dam or levee failure would be less than significant. No mitigation is required.

The Specific Plan EIR also concluded that impacts related to flooding as a result of failure of a dam or levee would be less than significant. Similarly, the proposed Project would not increase the chance of inundation from failure of Prado Dam and would, therefore, not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

j. Would the Project have inundation by seiche, tsunami, or mudflow?

No large standing bodies of water are located in the immediate vicinity of the Project site that could cause flooding due to seiches. The Pacific Ocean is approximately 5.5 miles from the Project site and is not located within the tsunami inundation zone. The Project site is essentially flat and there are no substantial slopes on or in the vicinity of the Project site. As a result, there is no risk of mudflow at the Project site. No impacts associated with possible seiche, tsunami, and mudflow would occur, and no mitigation is necessary.

The Specific Plan EIR also concluded that no impacts related to inundation by seiche, tsunami, or mudflow would occur. The proposed Project is located within the Specific Plan area and would, therefore, not result in new significant impacts beyond those identified in the Specific Plan EIR

or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

4.10.3.1 Mitigation Measures

The Specific Plan EIR does not include mitigation related to Hydrology and Water Quality. No additional mitigation measures would be required for the proposed Project.

4.10.4 Findings Related to Hydrology and Water Quality

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Hydrology and Water Quality and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Hydrology and Water Quality that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Hydrology and Water Quality requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. The proposed Project would not result in any potentially significant impacts related to Hydrology and Water Quality. CEQA does not require consideration of alternatives to the Project or consideration of additional mitigation measures because there would not be any significant impacts to avoid or reduce related to this topic, and no mitigation is required.

4.11 LAND USE AND PLANNING

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Physically divide an established community?	☐	☐	☒
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☒

4.11.1 Existing Setting

According to the Specific Plan EIR, the Specific Plan area includes approximately 35 acres in the eastern portion of the City of Fountain Valley along I-405 and the Santa Ana River, which serves as the eastern border for the City. The Specific Plan area currently consists of various light industrial, retail, and office land uses and supports a variety of commercial businesses including various clothing outlets, furniture and hardware stores, auto body shops, industrial manufacturing sites, music stores, and restaurants. While many of the existing structures within the Specific Plan area are large warehouse-type buildings used by single businesses, there are also multiple smaller commercial structures that are split between multiple businesses. There are no residential uses within the Specific Plan area. The Specific Plan area is fully developed with no notable vacant areas.

Land uses surrounding the Specific Plan area include OCSD Treatment Plant No. 1 to the south; light industrial and commercial uses to the east across the Santa Ana River; an agricultural parcel to the north; and low- and medium-density residential uses to the north and west. However, the Specific Plan area is generally separated from and lacks connectivity with these neighborhoods by major existing roadways. Talbert Avenue, a primary arterial, separates the Specific Plan area from the residential neighborhood and agricultural parcel to the north. Ward Street, a secondary arterial, separates the Specific Plan area from the single-family residential neighborhood and the medium-density apartment development to the west. While several streets provide roadway connectivity through the Specific Plan area, the area's major high-speed roads, large blocks, and distances to destinations discourage pedestrian traffic and limit neighborhood connectivity.

Land use and development in the Specific Plan area is primarily governed by the City's General Plan and Municipal Code. The Project site is designated Industrial (Commercial Manufacturing) in the City's General Plan and is zoned as Specific Plan (SP) – FVCSP Mixed Industry District. The zoning is consistent with the General Plan land use designations. Permitted uses in the SP zone are detailed in the Specific Plan.

While the Specific Plan area lies approximately 4 miles from John Wayne Airport, it remains just outside of the Airport's Influence Area. Therefore, the Specific Plan area is not subject to any development restrictions from the Airport Environs Land Use Plan (AELUP).

4.11.2 Impacts Identified in the Specific Plan EIR

The Specific Plan EIR analyzed the Specific Plan's potential Land Use and Planning impacts on pages 3.7-1 through 3.7-34.

The Specific Plan area is fully developed with no notable vacant areas, and there are no residential uses within the Specific Plan area. Access between the northern and southern portions of the Specific Plan area is currently inhibited by the I-405, and connectivity between land uses is limited to Euclid Street and Ward Street. The Specific Plan EIR concluded that implementation of the Specific Plan would not result in new development that would affect travel to and from Districts within the area. Further, streetscape improvements, district design, and land use plans proposed under the Specific Plan are intended to enhance connectivity within each of these areas, as well as improve pedestrian access to and from the commercial and employment centers of the Specific Plan area from outlying uses and adjacent communities, such as residential uses located to the north and northwest. Development under the Specific Plan would conform to existing infrastructure configuration; no road closures or other physical barriers would be installed, and no new large-scale infrastructure improvements would take place. On the contrary, the current street system, including pedestrian and bike facilities, would be improved over time with implementation of the Specific Plan. Therefore, the implementation of the Specific Plan would not physically divide existing communities, but instead is expected to improve land use connectivity north and south of the I-405. Impacts are considered to be less than significant.

The Specific Plan was developed by the City and is designed to be consistent with City's goals to encourage the development of a place of gathering and activity center within the City and the Southern California Association of Governments (SCAG) planning region. The primary components of the Specific Plan that would guide future development include updated zoning standards for form-based development and design standards for new development to address site design, building façade, size, bulk, and scale, as well as open space and walkability, and to promote and improve compatibility with existing residential, commercial, manufacturing, and industrial development surrounding the Specific Plan area. The Specific Plan is designed to comply with City's General Plan policies and SCAG planning goals and principles. Therefore, the Specific Plan would be consistent with applicable plans and policies.

According to the Specific Plan EIR, the Specific Plan is required to comply with the planning principles and goals established by SCAG and relating to the provision of residential opportunities near transit corridors, encouragement of active multi-modal uses, creation of workplace-oriented spaces, and encouragement of profitable business uses, and balanced industry and housing opportunities. The primary components of the Specific Plan that would guide future development include updated zoning standards for form-based development, and design standards for new development to address site design, building façade, size, bulk, and scale, as well as open space and walkability, and to promote and improve compatibility with existing residential, commercial, manufacturing, and industrial development surrounding the Specific Plan area. The Specific Plan is designed to comply with City General Plan policies and SCAG planning goals and principles, and overall, the Specific Plan would be consistent with applicable plans and policies. In addition to land use planning policies and regulations, the City and SCAG establish goals and policies oriented

towards reducing impacts to the human and natural environment that may result from increases in development, increases in transportation-related emissions, and effects to local and regional transportation systems. Implementation of the Specific Plan would result in the emissions of additional air quality and greenhouse gas (GHG) pollutants, noise impacts, and transportation impacts. Mitigation measures designed to reduce potential impacts to air quality, noise, and transportation would ensure that impacts associated with the Specific Plan build out are mitigated to a less than significant level. Therefore, with implementation of mitigation measures, the Specific Plan is consistent with goals and policies established by SCAG.

The Specific Plan EIR concluded that there are no adopted Habitat Conservation Plans (HCPs) or Natural Community Conservation Plans (NCCPs) in the Specific Plan area vicinity. The Specific Plan area does not include any habitat areas that are protected through an approved local, regional, or State HCP or NCCP. The County has approved an NCCP and an HCP, but the City has not enrolled in such plans, and is not included in the associated planning area.

4.11.3 Analysis of Project Impacts

a. Would the Project physically divide an established community?

The Project site is currently developed with five existing industrial warehouse buildings. The proposed Project includes demolition of the five existing industrial warehouse buildings and construction and operation of a new three-story administration building and surface parking lot in a fully developed area. In addition, a pedestrian bridge would extend from the Project site to OCSD's Plant No. 1, directly south of Ellis Avenue. The pedestrian bridge would connect the proposed Project with the existing OCSD site and would not impact transportation facilities on Ellis Avenue. Land uses in the vicinity of the Project site include I-405 to the north, industrial uses to the north and west, residential uses and the OCWD to the west, the Santa Ana River and associated trail to the east, and OCSD to the south. The Project would include access to/from the Project site via driveways, as well as pedestrian and bicycle access to/from the Project site via sidewalks along the site's eastern, western, and southern boundaries, which are already developed. As a result, the Project would not result in physical divisions in any established community.

The Specific Plan EIR also concluded that implementation of the Specific Plan would not divide an established community because it would conform to the existing infrastructure configuration. In addition, land use plans proposed under the Specific Plan are intended to enhance connectivity through pedestrian improvements, provision of public gathering places, and creation of pedestrian and bike friendly streetscapes. The proposed Project, which is located within the Specific Plan area and would not divide an established community, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

b. Would the Project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan,

local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Locally adopted land use plans, policies, or regulations that would be applicable to the proposed Project include the Specific Plan, General Plan, and Zoning Code. The Specific Plan designates the Project site as Mixed Industry District. The Project site is designated Industrial (Commercial Manufacturing) in the City's General Plan and is zoned as Specific Plan (SP) – FVCSP Mixed Industry District. The proposed administrative uses are consistent with the commercial manufacturing designation, which allows for office (administrative, business, and professional) uses. The Specific Plan anticipated, and the Specific Plan EIR evaluated, a potential net increase of 811,408 sf for the office uses within the Specific Plan area. The proposed Project, at 109,914 sf, is thus consistent with the build out of new office uses projected in the Specific Plan EIR. Build out of the Specific Plan would result in an increase in population associated with approximately 2,063 new employees, 1,444 new residents, and customers of commercial and retail businesses. Build out of the Specific Plan would increase the density of commercial uses and introduce new residential uses, thereby increasing the total population of the Specific Plan area. Implementation of the proposed Project would not result in an increase in OCSD employees because the Project is characterized as a relocation, rather than an expansion, of existing operations. Thus, the Project would be consistent with population growth projected in the Specific Plan.

The proposed Project would be consistent with all locally adopted land use plans, policies, and regulations, including most development standards outlined in the Specific Plan. The proposed Project would require the following variances and deviations: variances for frontage coverage along Pacific Street and Bandilier Circle; a variance for build-to-corner requirements at the corner of Ellis Avenue and Bandilier Circle; a variance for parking count requirements; a variance for curb cuts and driveways along Pacific Street; a 5.5 percent deviation due to the proposed 18.9 percent street façade opening along Pacific Street (which is below the minimum 20 percent street façade opening); a variance for bottom-floor street façade requirements along Pacific Street; and a 2.1 percent deviation due to the proposed building length of approximately 204 ft (which exceeds the maximum building length of 200 ft. The proposed Project would comply with all other development standards outlined in 2.1.5 of the Specific Plan. Therefore, with the approval of the above variances and deviations, the proposed Project would be consistent with development standards outlined in the Specific Plan.

The Project would be subject to existing local and regional land use plans and policies established by the City and SCAG. The Project would be designed to comply with City General Plan policies and SCAG planning goals and principles, and overall, the Project intends to be consistent with applicable plans and policies. In addition to land use planning policies and regulations, the City and SCAG establish goals and policies oriented towards reducing impacts related to noise and transportation. The Project would be in compliance with SCAG policies following the incorporation of mitigation measures related to noise and transportation, which would reduce impacts to a less than significant level. With implementation of the mitigation measures, the Project would be consistent with the applicable goals and policies of SCAG and the City's General Plan, and impacts would, therefore, be less than significant.

The Specific Plan EIR concluded the Specific Plan was created by the City, and therefore, would be consistent with applicable land use plans, policies, and regulations. The proposed Project, which is located within the Specific Plan area, would be consistent with the Specific Plan, the General Plan, and the Zoning Code. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

c. Would the Project conflict with any applicable habitat conservation plan or natural community conservation plan?

As discussed in Response 4.4.3 (f), the Project site and the surrounding areas are not subject to any HCP or NCCP. Therefore, the proposed Project would not conflict with any HCP or NCCP relating to the protection of biological resources.

The Specific Plan EIR also concluded that the Specific Plan area and vicinity are not subject to any HCP or NCCP. Similarly, the proposed Project is located within the Specific Plan area and would not conflict with any HCP or NCCP. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

4.11.3.1 Mitigation Measures

Based on the analysis and information above, Mitigation Measures MM N-1, MM T-1, MM T-2a through b, and MM T-7 (refer to Sections 3.13, Noise, and 3.17, Transportation/Traffic) shall apply, are included in the Specific Plan EIR, and would be applicable to the proposed Project.

4.11.4 Findings Related to Land Use and Planning

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Land Use and Planning, and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Land Use and Planning that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would

be a new significant impact related to Land Use and Planning requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. This Addendum has analyzed all available relevant information and has determined that there is no new information of substantial importance that was unknown and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified indicating that: (1) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the Project proponent declines to adopt the mitigation measures or alternatives; or (2) mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the Project proponent declines to adopt the mitigation measures or alternatives.

As discussed above, the proposed Project would result in a potentially significant impact related to Land Use and Planning. Mitigation was included in the Specific Plan EIR and adopted at the time the EIR was certified. The mitigation measures that are applicable to the proposed Project are listed in Sections 4.13.3.1 and 3.17.3.1. Potential Project impacts related to Land Use and Planning would be reduced below a level of significance with implementation of the applicable mitigation measures, none of which the Project proponent is declining to adopt.

4.12 MINERAL RESOURCES

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☒
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☒

4.12.1 Existing Setting

There are no known mineral resources within the Specific Plan area, including the Project site, and there are no operational mineral recovery sites within the Specific Plan area or in the nearby Project vicinity.[5]

4.12.2 Impacts Identified in the Specific Plan EIR

Mineral Resources are included within Section 4.3, Effects Found Not to be Significant, on pages 4-5 through 4-6 of the Specific Plan EIR; this topic was also discussed in page 44 of the Initial Study and was scoped out. The Specific Plan EIR concluded that implementation of the Specific Plan would not result in impacts to mineral resources because there are no known mineral resources within the Specific Plan area.

4.12.3 Analysis of Project Impacts

a. Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

In 1975, the California Legislature enacted the Surface Mining and Reclamation Act, which, among other things, provided guidelines for the classification and designation of mineral lands. Areas are classified on the basis of geologic factors without regard to existing land use and land ownership. The areas are categorized into four Mineral Resource Zones (MRZs):

- **MRZ-1:** An area where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence.
- **MRZ-2:** An area where adequate information indicates that significant mineral deposits are present, or where it is judged that a high likelihood exists for their presence.
- **MRZ-3:** An area containing mineral deposits, the significance of which cannot be evaluated.

[5] California Department of Conservation (DOC), Division of Mine Reclamation. Mines Online. Website: http://maps.conservation.ca.gov/mol/index.html (accessed November 24, 2019).

- **MRZ-4:** An area where available information is inadequate for assignment to any other MRZ zone.

Of the four categories, lands classified as MRZ-2 are of the greatest importance. Such areas are underlain by demonstrated mineral resources or are located where geologic data indicate that significant measured or indicated resources are present. MRZ-2 areas are designated by the State of California Mining and Geology Board as being "regionally significant." Such designations require that a Lead Agency's land use decisions involving designated areas are to be made in accordance with its mineral resource management policies, and that it consider the importance of the mineral resource to the region or the State as a whole, not just to the Lead Agency's jurisdiction.

The Project site has been classified by the California Department of Mines and Geology as MRZ-3, indicating it is located in an area containing mineral deposits for which the significance cannot be determined using available data.[6] Though the Project site is in MRZ-3, no known mineral resources are located on the Project site, and the Project site is not designated or zoned for the extraction of mineral deposits.

The proposed Project would not result in the loss of a known commercially valuable mineral resource. No impacts to known mineral resources would occur as a result of the proposed Project.

The Specific Plan EIR also concluded that no impacts to known mineral resources would occur. Similarly, the proposed Project is located within the Specific Plan area and would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

b. Would the Project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

Refer to Response 4.11.3 (a), above. The proposed Project would not result in the loss of a known locally important mineral resource. No impacts to known mineral resources would occur as a result of the proposed Project.

The Specific Plan EIR also concluded that no impacts to locally important mineral resource recovery sites would occur. Similarly, the proposed Project is located within the Specific Plan area and would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

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6 DOC, Division of Mines and Geology. Mineral Land Classification Map. Newport Beach Quadrangle, Special Report 143, Plate 3.24. Website: ftp://ftp.consrv.ca.gov/pub/dmg/pubs/sr/SR_143/PartIII/Plate_3-24.pdf (accessed November 24, 2019).

4.12.3.1 Mitigation Measures

The Specific Plan EIR does not include mitigation related to mineral resources. No additional mitigation measures would be required for the proposed Project.

4.12.4 Findings Related to Mineral Resources

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Mineral Resources, and there is no increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Mineral Resources that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Mineral Resources requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. The proposed Project would not result in any potentially significant impacts related to Mineral Resources. CEQA does not require consideration of alternatives to the Project or consideration of additional mitigation measures because there would not be any significant impacts to avoid or reduce related to this topic, and no mitigation is required.

4.13 NOISE

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Increase exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒
b. Increase exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?	☐	☐	☒
c. Result in a substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?	☐	☐	☒
d. Result in a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?	☐	☐	☒
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?	☐	☐	☒
f. For a project within the vicinity of a private airstrip, would the Project expose people residing or working in the Project area to excessive noise levels?	☐	☐	☒

4.13.1 Existing Setting

The Specific Plan EIR identified the primary source of ambient noise in the Specific Plan area as being associated with roadway traffic noise, which has not changed substantially since preparation of the Specific Plan EIR. As such, the noise measurements completed for the Specific Plan EIR are applicable to the proposed Project. Table 3.8-4 of the Specific Plan EIR shows the results of short-term ambient noise monitoring that was gathered from the Hyundai Motor America North American Corporate Campus Hyundai Project. Monitoring was conducted at four unique locations around that project site, which coincides with the northwesternmost corner of the Specific Plan area. The noise monitoring results indicate that existing daytime ambient noise levels in the area range from 53.9 A-weighted decibels (dBA) to 70.8 dBA equivalent continuous sound level (L_{eq}) (refer to page 3.8-3 in the Specific Plan EIR for a definition of all acoustical terms used in this section). Traffic on surrounding roadways is the primary noise source affecting the existing ambient noise levels in the Project vicinity. Other noise in the Project vicinity includes various stationary sources, especially urban-related activities (e.g., mechanical equipment, parking areas, and conversations, etc.) that may represent a single event or a continuous occurrence. Regulatory requirements and standards that govern the generation of and exposure to noise within the community have not changed since the preparation of the Specific Plan EIR. Potential impacts of the proposed Project as compared to the Specific Plan with respect to noise are discussed below.

4.13.2 Impacts Identified in the Specific Plan EIR

The Specific Plan EIR analyzed the Specific Plan's potential Noise impacts on pages 3.8-1 through 3.8-26.

The Specific Plan EIR evaluated the potential noise and vibration impacts that could result from the Specific Plan. The Specific Plan EIR determined that construction of the Specific Plan could result in significant temporary noise impacts to nearby noise-sensitive receptors.[7] Therefore, the Specific Plan EIR identified Mitigation Measure MM N-1 to reduce the noise levels resulting from construction of the Specific Plan for off-site noise-sensitive uses to a less than significant level.

The Specific Plan EIR also evaluated ground-borne vibration and ground-borne noise levels associated with construction of the Specific Plan. The Specific Plan EIR determined that ground-borne vibration from construction activities would not exceed thresholds, and impacts would be less than significant.

In addition, the Specific Plan EIR evaluated the potential increase in ambient noise levels due to increased traffic and associated noise. The Specific Plan EIR determined that the maximum noise level increase would be less than 1 decibel (dB) in any location, and were considered to be less than significant.

The Specific Plan EIR also evaluated potential impacts from the exposure of persons to excessive ground-borne vibration or noise levels, including truck deliveries and trash hauling, mechanical equipment, and parking areas. The Specific Plan EIR determined that implementation of the Specific Plan would result in less than significant impacts associated with these noise sources.

4.13.3 Analysis of Project Impacts

a. Would the Project increase exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Construction- and operation-period noise impacts of the proposed Project as compared to the impacts identified in the Specific Plan EIR are discussed below.

Construction Impacts. Noise generated by the construction period for the proposed Project would temporarily increase noise levels in the vicinity of the Project site. Each stage of construction would involve a different mix of operating equipment, and noise levels would vary based on the amount and types of equipment in operation as well as the location of the activity. These activities would be similar for the proposed Project as compared to the Specific Plan.

The Specific Plan EIR identified that the closest sensitive receptors to construction associated with the Specific Plan would be located approximately 75 ft from construction activities and

[7] Table 3.8-11 of the Specific Plan EIR indicates the anticipated noise levels of construction equipment noise levels.

would be subject to a maximum noise level reaching approximately 94.5 dBA L_{eq}. The closest sensitive receptors to the proposed Project would be located approximately 1,350 ft from the Project site. Therefore, attenuated for distance, these receptors would be subject to a noise level of approximately 69.4 dBA L_{eq}. As identified in the Specific Plan EIR, the City's Municipal Code Section 6.28.050 states that exterior noise standards for residential zones can reach up to 75 dBA from 7:00 a.m. to 10:00 p.m. and up to 70 dBA from 10:00 p.m. to 7:00 a.m. for any period of time. In addition, pursuant to the City's Municipal Code Section 6.28.070 (Special Provisions), noise due to construction activities would be exempt from the Noise Ordinance between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and 9:00 a.m. and 8:00 p.m. on Saturdays, with no construction activities permitted on Sundays or legal holidays. The Specific Plan EIR requires the implementation of Mitigation Measure MM N-1 to further reduce noise levels by requiring mobile equipment to be muffled and requiring best management practices for hauling activities. In order to reduce construction noise to the maximum extent feasible, Mitigation Measure MM N-1 would also be applicable to the proposed Project.

The Specific Plan EIR determined that construction of the Specific Plan could result in significant temporary noise impacts to nearby noise-sensitive receptors. However, the proposed Project site is located further from sensitive receptors than those identified in the Specific Plan EIR, and would not be subject to construction noise exceeding exterior noise standards for residential zones. Therefore, construction of the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

Operation-Period Impacts. The proposed Project would involve the construction and operation of a new administration building and surface parking lot and would relocate the existing administrative uses from Plant No. 1 to the Project site north of Ellis Avenue. Implementation of the proposed Project would not result in an increase in OCSD employees because the Project is characterized as a relocation, rather than an expansion, of existing operations. As a result, the Project would not increase existing vehicle trips. However, the proposed Project would redistribute traffic from Plant No.1 to the Project site north of Ellis Avenue, which would result in an increase of traffic noise in the vicinity of the Project. The proposed Project would also generate stationary noise during operation that could result in a permanent increase in the ambient noise environment. Potential impacts associated with these noise sources are discussed below.

Traffic Noise. As identified in the Specific Plan EIR, traffic is a major source of noise in the Project vicinity. The amount of noise varies according to many factors, such as volume of traffic, vehicle mix (percentage of cars and trucks), average traffic speed, and distance from the receiver. A characteristic of sound is that a doubling of a noise source is required in order to result in a perceptible (3 dBA or greater) increase in the resulting noise level.

As identified in the Specific Plan EIR (Table 3.8-14), the I-405 southbound ramps/Ellis Avenue/ Euclid Street intersection (the closest intersection to the Project site) carries approximately 3,492 AM peak hour trips or approximately 34,920 average daily trips. The proposed Project would only result in a redistribution of vehicular traffic and would not add any new trips to the

surrounding circulation system. Therefore, the proposed Project daily trips would not result in a doubling of traffic volumes on nearby roadways and would not result in a perceptible increase in traffic noise levels at sensitive receptors in the Project vicinity, which are located approximately 1,350 ft southeast of the site. While traffic noise may increase on other roadway segments within the immediate vicinity of the site, land uses in this area consist of a variety of light industrial (e.g., warehousing), retail, and office uses, which would not be sensitive to increased traffic noise levels. Therefore, Project-related vehicle noise would be considered less than significant.

The Specific Plan EIR determined that the maximum noise level increase would be less than 1 dB in any location, and impacts were considered to be less than significant. Similar to the Specific Plan, the proposed Project would not result in a doubling of traffic volumes on nearby roadways and would not result in a perceptible increase in traffic noise levels at sensitive receptors in the Project vicinity. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

Stationary Source Noise. Operation of the proposed Project would contribute new noise sources that would incrementally increase noise levels. The noise sources that may be present during operation of the Project include delivery and trash trucks, mechanical equipment, and typical parking lot activities.

The closest sensitive receptors to the proposed Project include the single-family residences located approximately 1,350 ft southeast of the Project site along Alabama Circle. These sensitive receptors are located further than those identified in the Specific Plan EIR (nearest residences include the Adobe River Avenue Neighborhood, located approximately 75 ft west of the Specific Plan area). As such, due to noise attenuation based on the increased distance from the nearest sensitive receptors, noise levels from Project-related stationary noise sources would remain a less than significant impact on off-site sensitive receptors.

The Specific Plan EIR determined that implementation of the Specific Plan would result in less than significant impacts associated with stationary noise sources. Similarly, noise levels from the proposed Project stationary noise sources would be a less than significant impact on off-site sensitive receptors, due to their greater distance from the proposed Project site. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

b. Would the Project increase exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?

Construction of the proposed Project would occur in phases that would include demolition, site preparation, grading, building construction, and architectural coating. During construction, ground-borne vibration would be generated from various types of construction equipment such as loaded trucks, jack hammers, and bulldozers.

The Specific Plan EIR determined that there are no fragile historic structures in the Specific Plan area that could be affected by construction vibration. In addition, the Specific Plan EIR identified that ground-borne vibration from construction activities could potentially be felt by surrounding sensitive uses; however, vibration levels at the closest sensitive receptors would not exceed the threshold of 0.1 inches per second. The closest sensitive receptors to the proposed Project are located further than those identified in the Specific Plan EIR (nearest residences include the Adobe River Avenue Neighborhood, located approximately 75 ft west of the Specific Plan area). As such, due to noise attenuation based on the increased distance from the nearest sensitive receptors, ground-borne vibration impacts would remain less than significant for the proposed Project.

The Specific Plan EIR determined that vibration levels at the closest sensitive receptors would not exceed the threshold of 0.1 inches per second. The proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR as the closest sensitive receptors to the proposed Project are located further than those identified in the Specific Plan EIR. No new mitigation measures are required.

c. Would the Project result in a substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?

Please refer to Response 4.13 (a), above. Audible increases in noise levels generally refer to a change of 3 dB or more, as this level has been found to be barely perceptible to the human ear in outdoor environments. Implementation of the proposed Project would not result in substantial increases in traffic noise levels on local roadways in the Project vicinity or operational noise at sensitive receptor locations. Therefore, Project-related noise increases and impacts associated with permanent increases in noise levels would be a less than significant impact.

The Specific Plan EIR determined that impacts associated with permanent increases in noise levels would be less than significant. Similarly, the proposed Project, which would not result in substantial increases in traffic noise levels or operational noise, would not result in new significant impacts beyond those identified in the Specific Plan EIR, and no new mitigation measures are required.

d. Would the Project result in a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?

Refer to Response 4.13 (a), above. Project-related construction activities could result in high intermittent noise levels but would be reduced to a less than significant level with implementation of Mitigation Measure MM N-1, which requires mobile equipment to be muffled and the use of BMPs for hauling activities. In order to reduce construction noise to the maximum extent feasible, Mitigation Measure MM N-1 would also be applicable to the proposed Project.

The Specific Plan EIR determined that construction of the Specific Plan could result in a temporary increase in noise levels during construction. Similarly, construction of the proposed Project could result in a temporary increase in noise levels during construction. However, the proposed Project would not subject sensitive receptors to construction noise exceeding exterior noise standards for residential zones. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR, and no new mitigation measures are required.

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?

The Project site is approximately 6 miles west of John Wayne Airport in Santa Ana. According to the Airport Land Use Commission, the Project site does not fall within the John Wayne Airport Planning Area. The Project would not expose employees or visitors of the proposed office uses to aviation-related noise levels different than that which would occur under existing conditions. Further, the Project site is not in the 2016 Annual 60 to 75 Community Noise Equivalent Level Noise Contours area for John Wayne Airport. Therefore, no aviation-related noise impacts would occur.

The Specific Plan project area is not located within an airport land use plan or within 2 miles of a public airport and would not expose residents or employees to excessive aviation-related noise levels. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR, and no new mitigation measures are required.

f. For a project within the vicinity of a private airstrip, would the Project expose people residing or working in the Project area to excessive noise levels?

No private airfields are located in the vicinity of the Project site. Therefore, the proposed Project would not result in noise impacts associated with a private airfield.

The Specific Plan project area is not located within the vicinity of a private airstrip and would not expose residents or employees to excessive aviation-related noise levels. The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR, and no new mitigation measures are required.

4.13.3.1 Mitigation Measures

Based on the analysis and information above, Mitigation Measure MM N-1 included in the Specific Plan EIR would be applicable to the proposed Project.

MM N-1 **Construction Noise Management Plan.** A Construction Noise Management Plan shall be prepared by the Applicant and approved by the City prior to Grading Permit issuance. The Plan would address noise and vibration impacts and outline measures

that would be used to reduce impacts. Measures would include but not be limited to:

- To the extent that they exceed the applicable construction noise limits, excavation, foundation-laying, and conditioning activities shall be restricted to between the hours of 7:00 a.m. and 8:00 p.m. Monday through Friday, and 9:00 a.m. and 8:00 p.m. Saturdays, in accordance with Section 6.28.070 of the Fountain Valley Municipal Code.

- The Applicant's construction contracts shall require implementation of the following construction best management practices (BMPs) by all construction contractors and subcontractors working in or around the Project area to reduce construction noise levels:

    - The Applicant and its contractors and subcontractors shall ensure that all construction equipment, fixed or mobile, is properly muffled according to manufacturer's specifications or as required by the City's Building and Safety Division, whichever is the more stringent.

    - The Applicant and its contractors and subcontractors shall place noise-generating construction equipment and locate construction staging areas away from sensitive uses, where feasible, to the satisfaction of the Building and Safety Division.

    - The Applicant and its contractors and subcontractors shall implement noise attenuation measures which may include, but are not limited to, noise barriers or noise blankets to the satisfaction of the City's Building and Safety Division.

- The Applicant's contracts with its construction contractors and subcontractors shall include the requirement that construction staging areas, construction worker parking, and the operation of earthmoving equipment within the Project area, are located as far away from vibration- and noise-sensitive sites as possible. Contract provisions incorporating the above requirements shall be included as part of the Project's construction documents, which shall be reviewed and approved by the City.

- The Applicant shall require by contract specifications that heavily loaded trucks used during construction shall be routed away from residential streets to the extent possible. Contract specifications shall be included in the proposed Project's construction documents, which shall be reviewed by the City prior to issuance of a grading permit.

- Property owners and occupants located within 500 feet of the boundary of a construction project occurring under the Specific Plan shall be sent a notice, at

least 15 days prior to commencement of construction of each phase, regarding the construction schedule of the Project. A sign, legible at a distance of 50 feet, shall be posted at the construction site. All notices and signs shall be reviewed and approved by the City prior to mailing or posting and shall indicate the dates and duration of construction activities, as well as provide a contact name and a telephone number where residents can inquire about the construction process and register complaints.

4.13.4 Findings Related to Noise

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Noise, and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Noise that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Noise requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. This Addendum has analyzed all available relevant information and has determined that there is no new information of substantial importance that was unknown and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified indicating that: (1) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the Project proponent declines to adopt the mitigation measures or alternatives; or (2) mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the Project proponent declines to adopt the mitigation measures or alternatives.

As discussed above, the proposed Project would result in a potentially significant impact related to Noise. Mitigation was included in the Specific Plan EIR and adopted at the time the EIR was certified. The mitigation measure that is applicable to the proposed Project is listed in Section 4.13.3.1. Potential Project impacts related to Noise would be reduced below a level of significance with implementation of the applicable mitigation measures, none of which the Project proponent is declining to adopt.

4.14 POPULATION AND HOUSING

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☒
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☒

4.14.1 Existing Setting

According to the Specific Plan EIR, the City's population in 2010 totaled 55,313 people, while Orange County had a population of 3,010,232. In 2010, the City's unemployment rate equaled 8 percent. Jobs and housing are considered to be balanced when there are an equal number of employed residents and jobs within a given area, with a ratio of approximately 1.0. The City has approximately 1.5 jobs for every employed resident, which is comparable to the ratio for Orange County and suggests that the City is a net importer of labor. An estimated 18.0 percent and 84.1 percent of the City's employed residents work within the City and County, respectively.

According to the Specific Plan EIR, the City currently has a housing stock of 19,167 units. Between 1990 and 1999, the City's housing stock increased 4.8 percent. Between 2000 and 2010, the City's housing stock grew approximately 3.7 percent, which is lower than that experienced County-wide (8.2 percent). To address the need for additional housing in the community, the City has adopted a Housing Plan as part of the 2014 Housing Element for its General Plan, which establishes goals, policies, and programs to facilitate development of more housing within the City. Although the Specific Plan area does not currently support a residential population or residential uses, residential neighborhoods are located to the north and west of the Specific Plan area.

4.14.2 Impacts Identified in the Specific Plan EIR

The Specific Plan EIR analyzed the Specific Plan's potential Population and Housing impacts on pages 3.9-1 through 3.9-18.

The Specific Plan is intended to guide future land use changes occurring within the Specific Plan area through adoption of development standards and policies, including provisions for new housing and employment opportunities. The Specific Plan EIR determined that implementation of the Specific Plan would facilitate approximately 258,010 sf of net new development and 491 new housing units within the Specific Plan area.

Consistent with the goals and policies of the City's General Plan and the adopted Housing Element, projected housing development within the Specific Plan area would involve creating more housing opportunities and minimizing impacts to existing neighborhoods. In addition, the Specific Plan

contains objectives to support the City's commitment to providing adequate housing for families and individuals of all economic levels. Although the estimated increase in housing would be insignificant relative to the existing number of housing units in the City, the Specific Plan would adhere to City policies to provide adequate housing. Therefore, housing impacts are considered less than significant.

The Specific Plan EIR determined that the addition of 491 housing units would result in a net population increase of approximately 1,444 residents. However, population growth associated with implementation of the Specific Plan is considered incremental relative to the existing population in the Specific Plan area. In addition, implementation of the Specific Plan would result in the creation of approximately 2,063 jobs. Similar to population growth, employment growth associated with implementation of the Specific Plan is considered incremental relative to the existing jobs in the Specific Plan area. Employment growth would be consistent with the Specific Plan's goals to create a sustainable economy through development of a broad mix of retail, entertainment, office, and light industrial uses in the Specific Plan area. Therefore, potential impacts related to population and employment growth are considered less than significant.

The Specific Plan EIR concluded that land use changes occurring in the Specific Plan area would have no impact on existing housing or people. The Specific Plan area is fully developed and the proposed land use changes would be integrated within the existing industrial uses. The Specific Plan area does not currently support residential uses, and no demolition of residential uses is anticipated upon implementation of the Specific Plan. Conversely, the overall housing stock of the City would increase with implementation of the Specific Plan. The Specific Plan does not identify land uses changes in residential areas or the conversion of residential neighborhoods to non-residential uses, and therefore, it is not anticipated that housing or people would be displaced. Impacts related to the displacement of housing or people would be less than significant.

4.14.3 Analysis of Project Impacts

a. Would the Project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The proposed Project would not provide new housing opportunities or extend roads or other infrastructure to areas not previously served. The Project would include demolition of the five existing industrial warehouse buildings and construction and operation of a new three-story administration building and surface parking lot on the Project site. OCSD's existing administrative functions and personnel will be shifted from Plant No. 1 to the new headquarters facility. In addition, a pedestrian bridge would connect the Project site to OCSD's Plant No. 1 site south of Ellis Avenue. Thus, the Project would not represent a net increase in businesses or jobs because the administrative use would provide work space for existing OCSD personnel. Therefore, impacts to population growth would be less than significant as it is unlikely the Project would create new jobs in the area.

The Specific Plan EIR also concluded that implementation of the Specific Plan would not induce substantial population growth in the area because increases in the number of housing units,

population, and jobs in the Specific Plan area would be considered incremental relative to existing levels. The proposed Project would similarly not increase population or job growth as it will serve the existing employees from the established Plant No. 1 facility. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

b. Would the Project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

The proposed Project would not displace any existing housing, and there are no existing or proposed residential uses on the Project site. Therefore, there would be no impacts related to the displacement of substantial numbers of housing.

The Specific Plan EIR also concluded that implementation of the Specific Plan would not displace substantial numbers of existing housing because the Specific Plan area does not currently contain and is not planned for residential uses. Similarly, the proposed Project would not displace any existing housing and would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

c. Would the Project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

There are no existing or proposed residential uses on the Project site. The proposed Project would not displace housing and would not, therefore, displace a substantial number of people, necessitating the construction of replacement housing elsewhere. Therefore, there would be no impacts related to the displacement of substantial numbers of people.

The Specific Plan EIR also concluded that implementation of the Specific Plan would not displace a substantial number of people because the Specific Plan area does not support residential populations and is not planned for residential uses. Similarly, the proposed Project, which is located within the Specific Plan area, would not displace housing or result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

4.14.3.1 Mitigation Measures

The Specific Plan EIR does not include mitigation related to population and housing. No additional mitigation measures would be required for the proposed Project.

4.14.4 Findings Related to Population and Housing

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts

related to Population and Housing, and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Population and Housing that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Population and Housing requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. The proposed Project would not result in any potentially significant impacts related to Population and Housing. CEQA does not require consideration of alternatives to the Project or consideration of additional mitigation measures because there would not be any significant impacts to avoid or reduce related to this topic, and no mitigation is required.

4.15 PUBLIC SERVICES

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:			
i. Fire protection?	☐	☐	☒
ii. Police protection?	☐	☐	☒
iii. Schools?	☐	☐	☒
iv. Other public facilities?	☐	☐	☒

4.15.1 Existing Setting

The City provides public services that serve the Specific Plan area. The City has two fire stations, both located approximately 1.0 mile from the Specific Plan area, that provide the community with emergency response services. Neither of these stations is located within the Specific Plan area. The Fountain Valley Police Department (FVPD) operates out of a central location at City Hall and provides police protection to the community. The Fountain Valley School District (FVSD) includes seven elementary schools, and three middle schools. Fountain Valley High School, located within the City, is part of the Huntington Beach Union High School District (HBUHSD). The City's Recreation and Community Services Division operates a total of 20 parks within the City. The City includes additional public services, such as the library and recreational facilities. However, these services are located outside of the Specific Plan area.

4.15.2 Impacts Identified in the Specific Plan EIR

The Specific Plan EIR analyzed the Specific Plan's potential Public Services impacts on pages 3.10-1 through 3.10-16.

Implementation of the Specific Plan would result in a net increase of approximately 258,010 sf of new development and construction of approximately 491 new residential units. As described in Section 4.14, Population and Housing, build out of the Specific Plan would result in an increase in service demands from an estimated 2,063 new employees, 1,444 new residents, and customers of commercial and retail businesses. In addition, the Specific Plan EIR determined the associated increase in demand for fire protection and emergency services within the Specific Plan area could potentially impact operational services of fire protection and emergency medical providers. Although the Specific Plan does not contain any specific development standards that address fire protection services, the City's General Plan (1995) contains fire protection goals and associated policies (Goal PS-6.4, Policy PS-6.4.1, and Policy PS-6.4.2) to ensure that equipment and facilities are provided and maintained to meet reasonable standards of safety, dependability, and efficiency. Pursuant to the City's Fire Code, all new structures built within the Specific Plan area would be

required to meet standard fire code requirements and be subject to review by the City Fire Marshal, ensuring that the Project would provide adequate infrastructure for firefighting services. Therefore, compliance with the City's General Plan and Fire Code would ensure less than significant impacts to fire and emergency medical services.

Similar to fire services, the increase in population from new employees, residents, and customers in the Specific Plan area could generate an increased need for police services and additional patrol. Although the Specific Plan does not contain specific development standards addressing police protection, Section 2.0.3.E states that all developments shall comply with applicable regulations, including the City's Municipal Code and development review procedures. As part of the City's development review and approval process, the City of Fountain Valley Planning and Building Department would review proposed developments in the Specific Plan area and provide specific recommendations related to security features and opportunities to reduce crime. Further, the City's General Plan contains police service and law enforcement goals and associated policies (Goal PS-6.6, Policy PS-6.6.1, and Policy PS-6.6.3) to ensure that the City provides effective and rapid response to all emergencies. The Specific Plan EIR concluded that an increase in the number of residents and employees generated by Specific Plan build out would not be expected to significantly decrease adequate service levels or response times. Based on City growth projections, the FVPD does not currently anticipate the need for additional resources, and therefore, potential impacts to police services are considered less than significant.

Similar to fire and police services, the increase in population from new employees and residents in the Specific Plan area could generate increased enrollment at schools in the FVSD and HBUHSD. To account for these increases in demand for public school services, FVSD and HBUHSD require the payment of development fees for both residential, and non-residential development within the City. These fees are calculated on a per-square-foot basis on new development and would be collected for the 491 housing units and commercial development projects based on their square footage. As a result of payment of these required fees, potential impacts to schools resulting from development under the Specific Plan are considered less than significant.

Similarly to other public services discussed above, the increase in population from new employees and residents in the Specific Plan area could incrementally increase the demand for other public facilities, including libraries. Although there are no library facilities located within the Specific Plan area, increased demand would not exceed existing service capabilities of the nearby Fountain Valley Library or other nearby libraries. The Orange County Public Libraries (OCPL) System allows access to materials from all branches. Therefore, the incremental increase in demand for library services would not result in the need for new or physically altered facilities or additional staff, and potential impacts to library services are considered less than significant.

4.15.3 Analysis of Project Impacts

a. i. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant

environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection?

The proposed Project would result in the demolition of the five existing industrial warehouse buildings on the Project site, and construction and operation of a new three-story administration building and surface parking lot on the Project site. In addition, a pedestrian bridge would connect the Project site to OCSD's Plant No. 1 south of Ellis Avenue. The proposed Project would relocate the existing administrative uses from Plant No. 1 to the Project site north of Ellis Avenue. Implementation of the proposed Project would not result in an increase in OCSD employees because the Project is characterized as a relocation, rather than an expansion, of existing operations. As such, the Project would not result in an increase in jobs or employment beyond what currently exists at Plant No. 1.

The FVFD is responsible for providing emergency response, fire prevention, education, and emergency medical services to citizens and visitors to the City of Fountain Valley. The Project may result in limited effects on fire services during the construction period (such as any potential calls for service FVFD may receive regarding conditions at the Project site), but these effects would be temporary in nature and would cease following completion. As stated in Section 4.14, Population and Housing, new development proposed as part of the Project would not represent a net increase in businesses or jobs because the administrative use would provide work space for existing OCSD personnel currently located at OCSD's Plant No. 1. Consequently, operation of the administration building would not result in increased demand for fire services in the Project vicinity compared to existing conditions. Further, the Project intends to comply with policies related to fire and emergency medical services in the City's General Plan and Fire Code, ensuring minimal impacts to public services. Therefore, the Project would not result in adverse impacts to fire services.

The Specific Plan EIR also concluded that implementation of the Specific Plan would not result in adverse impacts related to provision of fire services because development under the Specific Plan would comply with the General Plan and the Fire Code. Similarly, the proposed Project intends to comply with the General Plan and the Fire Code, thereby reducing impacts to fire services. Therefore, the proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

a. ii. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for police protection?

As stated previously, the proposed Project would relocate the existing administrative uses from Plant No. 1 to the Project site north of Ellis Avenue. Implementation of the proposed Project would not result in an increase in OCSD employees because the Project is

characterized as a relocation, rather than an expansion, of existing operations. As such, the Project would not result in an increase in jobs or employment beyond what currently exists at Plant No. 1.

The FVPD is responsible for the prevention, detection, and investigation of crime in the City. Similar to Response 4.14 (a), construction and operation of the proposed Project may result in increased demand for police protection services. Although the Project site would be fenced during construction, construction activities may result in temporary effects on police services, including any potential calls for service FVPD may receive regarding conditions at the Project site. As stated in Section 4.14, Population and Housing, new development proposed as part of the Project would not represent a net increase in businesses or jobs because the administrative use would provide work space for existing OCSD personnel currently working on the OCSD Plant No. 1 site. Consequently, operation of the administration building would not result in increased demand for police services in the Project vicinity compared to existing conditions. Further, the Project intends to comply with policies related to police services in the City's General Plan and Municipal Code, ensuring minimal impacts to public services. Therefore, the Project would not result in adverse impacts to police services.

The Specific Plan EIR also concluded that implementation of the Specific Plan would not result in adverse impacts related to provision of police services because development under the Specific Plan would comply with the General Plan and the Fire Code. Similarly, the proposed Project intends to comply with the General Plan and Municipal Code, thereby reducing impacts to police services. Therefore, the proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

a. iii. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for schools?

The proposed Project does not include any residential uses and, as such, would not induce population growth that would generate an increased demand for schools. The schools nearest to the Project site are Gisler Elementary School and Cox Elementary School, approximately 0.5 mile to the southwest and 0.8 mile to the north, respectively. The relocation of OCSD employees and functions from the existing Plant No. 1 to the Project site is not expected to result in substantial population growth because the Project would not increase the number of staff employed by the OCSD. Therefore, the proposed Project would have a less than significant impact on school services and facilities.

The Specific Plan EIR also concluded that implementation of the Specific Plan would not result in adverse impacts related to schools because residential and commercial development would be required to pay development fees to FVSD and HBUHSD. The proposed Project does not

involve residential or commercial development and, therefore, would not be subject to such development fees. Further, the Project would not impact school enrollment because it would not result in a substantial increase in population. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

a. iv. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for other public facilities?

As stated previously, the proposed Project would relocate the existing administrative uses from Plant No. 1 to the Project site north of Ellis Avenue. Implementation of the proposed Project would not result in an increase in OCSD employees because the Project is characterized as a relocation, rather than an expansion, of existing operations. As such, the Project would not require an increase in jobs or employment beyond what currently exists at Plant No. 1. Refer to Section 4.16, Recreation, for the discussion on Project impacts related to parks.

The proposed Project does not include any residential uses and, as such, would not induce substantial population growth that would generate an increased demand for public facilities (e.g., libraries). In addition, the Project would not increase the number of OCSD employees. While it is possible employees may use libraries or other public facilities in Fountain Valley during lunch breaks or after-work hours, the Project would not increase the number of employees and would not, therefore, increase the existing use of libraries or other public facilities or contribute to substantial physical deterioration of those facilities. Therefore, the proposed Project would not impact other public facilities in Fountain Valley.

The Specific Plan EIR also concluded that implementation of the Specific Plan would not result in adverse impacts related to libraries or other public facilities because the incremental increase in demand for library services would not result in the need for new or physically altered facilities or additional staff. Similarly, the proposed Project would not impact libraries because it would not result in a substantial increase in population. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

4.15.3.1 Mitigation Measures

The Specific Plan EIR does not include mitigation related to public services. No additional mitigation measures would be required for the proposed Project.

4.15.4 Findings Related to Public Services

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Public Services, and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Public Services that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Public Services requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. The proposed Project would not result in any potentially significant impacts related to Public Services. CEQA does not require consideration of alternatives to the Project or consideration of additional mitigation measures because there would not be any significant impacts to avoid or reduce related to this topic, and no mitigation is required.

4.16 RECREATION

Would the Project:	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒
b. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☒

4.16.1 Existing Setting

According to the Specific Plan EIR, the City's Recreation and Community Services Division operates a total of 20 parks within the City. There are no parks or recreational facilities within the Specific Plan area. The nearest parks are Los Alamos Park, located at 17901 Los Alamos Street (approximately 0.25 mile northwest of the Specific Plan area) and Ellis Park, located at 10301 Ellis Avenue (approximately 0.25 mile west of the Specific Plan area). Mile Square Park, located at 16801 Euclid Street, is the largest park within the City at one square mile in size. It contains golf courses and other recreational and athletic facilities, as well as two lakes and a 20-acre urban nature area planted with California native plants. The City's Recreation Center and Sports Park, located at 16400 Brookhurst Street, is a multi-purpose recreational facility featuring a gym, a playground, and multiple sports fields and courts. While the Specific Plan area itself does not contain any parks, it provides access to an unimproved segment of the Santa Ana River Trail, which contains recreational opportunities for hikers, bicyclists, and equestrians.

4.16.2 Impacts Identified in the Specific Plan EIR

Recreation impacts were discussed on pages 50 through 51 of the Initial Study and the topic was scoped out. However, the Specific Plan EIR analyzed the Specific Plan's potential Public Services impacts, including impacts to Recreation, on pages 3.10-1 through 3.10-16.

The Specific Plan does not include recreational facilities or require the construction or expansion of recreational facilities. Implementation of the Specific Plan would result in a net increase of approximately 258,010 sf of new development and construction of approximately 491 new residential units. As described in Section 4.14, Population and Housing, build out of the Specific Plan would result in an increase in population associated with approximately 2,063 new employees, 1,444 new residents, and customers of commercial and retail businesses. Build out of the Specific Plan would increase the density of commercial uses and introduce new residential uses, thereby increasing the total population of the Specific Plan area. The Specific Plan EIR determined that the addition of new employees and residents in the Specific Plan area could increase demands on area parks and recreational facilities; however, while there are no parks within the Specific Plan area, there are multiple parks and recreational opportunities within the City that could accommodate the increase in population. Therefore, impacts to recreational opportunities would be less than significant.

The Specific Plan EIR found that the City currently surpasses the National Recreation and Park Association's recommended parkland-to-resident ratio of 4 to 6 acres of parkland per 1,000 residents. In addition, the Specific Plan includes open space requirements and bicycle network improvements to satisfy increased demand and to allow better connectivity to recreational facilities and adjacent land uses. Pursuant to the Quimby Act and the City's Municipal Code Chapter 21.78.070, development of the 491 residential units proposed under the Specific Plan would contribute to the park dedication fee of 5 acres of park for every 1,000 new residents. This fee would contribute to development of park areas within the City, thereby further reducing potential impacts from the Specific Plan on parks and recreation facilities in the City. Although build out of the Specific Plan would incrementally increase demand for parks and recreational facilities, new or physically altered facilities would not be necessary because the Specific Plan includes open space requirements. In addition, the payment of a park dedication fee would address impacts on existing parkland. As a result, potential impacts from the Specific Plan on local and regional parks would be less than significant.

4.16.3 Analysis of Project Impacts

a. Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

No existing parks or other recreation uses are located adjacent to the Project site. The nearest parks are Moon Park, approximately 0.2 mile east of the Project site on the opposite side of the Santa Ana River, and Ellis Park, approximately 0.3 mile west of the Project site. The Project does not propose any residential uses and, therefore, would not increase the population near those parks. As discussed in Section 4.14, Population and Housing, the Project is not anticipated to result in the creation of new jobs and employees in the area. Although it is possible employees might use Moon Park, Ellis Park, or other parks in Fountain Valley during lunch breaks or after-work hours, the proposed Project would not increase the number of employees in the immediate area and would not, therefore, increase the use of those parks or contribute to substantial physical deterioration of those facilities. Further, the proposed Project intends to comply with development standards outlined in the Specific Plan, which require the provision of 100 sf of public open space per 1,000 sf building area. Therefore, the Project would not impact existing neighborhood and regional parks and recreational facilities.

The Specific Plan EIR also concluded that implementation of the Specific Plan would not result in adverse impacts related to parks and recreational facilities because the incremental increase in demand for parks can be accommodated by existing City facilities. Similarly, the proposed Project would not impact parks and recreational facilities because it would not result in an increase in population. In addition, the Project intends to provide open space as part of the development standards outlined in the Specific Plan. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

b. Would the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Refer to Response 4.16.3 (a), above. The proposed Project would not include recreational facilities or require the construction or expansion of recreational facilities.

The Specific Plan does not include recreational facilities or require the construction or expansion of recreational facilities. The Specific Plan EIR concluded that implementation of the Specific Plan would not result in adverse impacts related to recreational facilities because the incremental increase in demand for parks can be accommodated by existing City facilities. Similarly, the proposed Project would not include recreational facilities or require the construction or expansion of recreational facilities. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

4.16.3.1 Mitigation Measures

The Specific Plan EIR does not include mitigation related to recreation. No additional mitigation measures would be required for the proposed Project.

4.16.4 Findings Related to Recreation

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Recreation, and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Recreation that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Recreation requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. The proposed Project would not result in any potentially significant impacts related to Recreation. CEQA does not require consideration of alternatives to the Project or consideration of additional mitigation measures because there would not be any significant impacts to avoid or reduce related to this topic, and no mitigation is required.

4.17 TRANSPORTATION/TRAFFIC

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☒
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☒
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location which results in substantial safety risks?	☐	☐	☒
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒
e. Result in inadequate emergency access?	☐	☐	☒
f. Substantially disrupt alternative transportation, including pedestrian, bicycle, and transit facilities?	☐	☐	☒

4.17.1 Existing Setting

The Project site for the new Administration Headquarters complex is located in Fountain Valley, California. The proposed Project site is bordered by industrial uses to the north, Pacific Street to the east, industrial uses and Bandilier Circle to the west, and Ellis Avenue and OCSD's Plant No. 1 site to the south. As mentioned in the Project Description, the Project site is in the Fountain Valley Crossings Specific Plan area, which the City of Fountain Valley adopted on January 23, 2018. The Project site is designated Industrial (Commercial Manufacturing) in the City's General Plan and is zoned as Specific Plan (SP) – FVCSP Mixed Industry District.

4.17.1.1 Existing Roadways

Access to OCSD Plant No. 1 is currently provided as the south leg of the I-405/Ellis Avenue-Euclid Avenue intersection. Access to the Project site is currently available from either Bandilier Circle or Pacific Street. Regional access to the site is primarily provided via I-405 and local traffic uses Ellis Avenue to reach the Project site.

- **Ellis Avenue:** Ellis Avenue is a four-lane arterial divided by a striped median with dedicated left-turn lanes for local streets. Ellis Avenue is located directly adjacent to the Project site. According to the City's Circulation Plan, Ellis Avenue is designated as a Secondary Arterial. The posted speed limit is 45 miles per hour. On-street parking is prohibited, and no bicycle facilities are

provided. Sidewalks are provided on both sides of the roadway. Ellis Avenue is serviced by Orange County Transportation Authority Bus Route 37, which provides service between La Habra and Fountain Valley via Euclid Avenue.

- **Bandilier Circle:** Bandilier Circle is a two-lane undivided local street that provides access to warehouse, office, and retail uses, including direct access to the Project site. On-street parking is permitted. No bicycle or pedestrian facilities are provided on this roadway.

- **Pacific Street:** Similar to Bandilier Circle, Pacific Street is a two-lane undivided local street that provides access to warehouse, office, and retail uses, including direct access to the Project site. On-street parking is permitted. No bicycle or pedestrian facilities are provided on this roadway.

4.17.1.2 Existing Intersections

The upstream and downstream signalized intersections adjacent to the Project site on Ellis Avenue (i.e., Ward Street/Ellis Avenue and I-405 southbound ramps/Ellis Avenue-Euclid Street) were recently evaluated in the Fountain Valley Crossings Specific Plan Transportation Impact Analysis (TIA) (Fehr & Peers, August 2017). According to the existing intersection level of service (LOS) analysis, Ward Street/Ellis Avenue operates at LOS C in the a.m. peak hour and LOS B in the p.m. peak hour, while I-405 southbound ramps/Ellis Avenue-Euclid Street operates at LOS C in the a.m. peak hour and at unsatisfactory LOS F during the p.m. peak hour.

4.17.2 Impacts Identified in the Specific Plan EIR

The Fountain Valley Crossings Specific Plan TIA evaluated the effects of the proposed land use plan on the surrounding circulation system, including intersections and freeway segments, in accordance with the Orange County Congestion Management Plan guidelines and the Fountain Valley General Plan. According to the Specific Plan EIR, the following impacts from implementation of the Specific Plan related to Transportation/Traffic were identified in Table 3.11-8 and in Table 3.11-10.

Construction activities anticipated to occur under the proposed Fountain Valley Crossings Specific Plan would potentially create short-term traffic impacts due to congestion from construction vehicles (e.g., construction trucks, construction worker vehicles, and equipment, etc.), traffic lane and sidewalk closures, and loss of on-street parking. With implementation of a Construction Impact Mitigation Plan (identified as Mitigation Measure MM T-1 in the Specific Plan EIR), construction impacts would be less than significant with mitigation.

Under existing with Project conditions, increased traffic generated by build out of the Specific Plan would increase congestion at 3 of the 20 study intersections. While implementation of the Specific Plan would include transit, pedestrian, and bike improvements and a Transportation Demand Management (TDM) Program to minimize new vehicle trips, potential peak-period congestion would still exceed existing City and California Department of Transportation (Caltrans) LOS thresholds. Intersection impacts to Euclid Street and Newhope Street/Northbound I-405 Ramps (Intersection No. 15) and Ellis Avenue/Euclid Street and Southbound I-405 Ramps (Intersection No. 19) would be temporarily significant and unavoidable. With implementation of intersection improvements,

intersection impacts to all other impacted intersections would be less than significant with implementation of mitigation.

Increased traffic generated by build out of the proposed Fountain Valley Specific Plan under existing conditions would increase congestion at 11 freeway facilities, resulting in significant and unavoidable impacts.

Increases in traffic would incrementally increase delays at the intersections of residential roads with local arterials in the Specific Plan area, degrading the effectiveness and performance of the circulation system. However, such increases in delays at residential side streets would be incremental and would not exceed established thresholds under existing conditions. Therefore, impacts would be adverse but less than significant.

Implementation of the Specific Plan would not substantially disrupt alternative transportation, and impacts would be less than significant without mitigation.

Buildout of the Specific Plan area would contribute towards potential cumulative short-term traffic impacts due to congestion from construction vehicles (e.g., construction trucks, construction worker vehicles, and equipment, etc.), traffic lane and sidewalk closures, and loss of on-street parking. With implementation of a Construction Impact Mitigation Plan, construction impacts would be less then significant with mitigation.

Under Future Year (2035) cumulative conditions, increased traffic would contribute considerably to increased congestion at 4 of the 20 study intersections. While multiple improvements to transportation facilities, including transit, pedestrian, and bike facilities are assumed to be completed by 2035, potential peak-period congestion would still exceed City and Caltrans LOS thresholds. Intersection impacts to MacArthur Boulevard and Harbor Boulevard (Intersection No. 13) would be significant and unavoidable. Impacts at Euclid Street and Newhope Street/Northbound I-405 Ramps (Intersection No. 15) would be temporarily significant and unavoidable before implementation of planned roadway improvements. Impacts at Intersection No. 15 would be reduced to less than significant once planned improvements by other agencies have been implemented. With implementation of additional intersection improvements, all other impacted intersections would be improved to less than significant with mitigation.

Under cumulative conditions, traffic from build out of the Specific Plan would cumulatively contribute to congestion at seven freeway facilities. Operational conditions at freeway facilities in the Specific Plan area and surrounding vicinity would be depleted beyond thresholds. Therefore, impacts to freeway facilities would be a significant and unavoidable impact.

4.17.3 Analysis of Project Impacts

a. Would the Project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

The proposed Project includes moving the existing operations of an administrative office building across Ellis Avenue to the proposed Project site. There will not be an increase in the number of employees and the existing administrative building will not be reoccupied. Therefore, this Project will only result in a redistribution of vehicular traffic; no new trips will be added to the surrounding circulation system. The proposed Project would be consistent with the findings from the Specific Plan, and the project would not result in any new or more severe impacts that were not previously identified in the Specific Plan.

As such, the results of the Fountain Valley Crossings Specific Plan TIA are still considered valid and can be maintained for the majority of the study area intersections and all freeway segments. One difference from the approved TIA would be the redistribution of peak-hour volumes at I-405 southbound ramps/Ellis Avenue-Euclid Street, in which the south leg is the OCSD main driveway serving the existing administrative building. Operationally, the redistribution of project trips (southbound through to southbound right-turn, northbound through to eastbound left-turn, northbound right-turn to eastbound through, and the removal of northbound left-turns) may improve the operation of this intersection. It should be noted that this intersection is subject to Caltrans' jurisdiction and has been identified by Orange County Transportation Authority (OCTA) as one of the improvements for the I-405 Improvement project.

The Project includes improvements to pedestrian circulation with the construction of a 128 ft long pedestrian bridge across Ellis Avenue to connect Plant No. 1 with the new Administration Headquarters complex on the Project site. The Project will not modify the roadway to affect existing bicycle, transit, or vehicular travel.

The Specific Plan EIR concluded that impacts to any applicable plans, ordinances, or policies establishing measures of effectiveness for the performance of the circulation system as a result of traffic would be significant and unavoidable. The proposed Project, which is located within the Specific Plan TIA study area, would not add additional traffic trips to the circulation system, and would not result in new significant impacts beyond those identified in the Specific Plan EIR, and no new mitigation measures are required. Mitigation Measure T-1, from the Specific Plan EIR is applicable to the proposed Project and is described below. However, Mitigation Measures T-2a, T-2b, and T-7, from the Specific Plan EIR are not applicable to the proposed Project, as no new additional trips are generated. Mitigation measures T-2a, T-2b, and T-7 identified in the Specific Plan EIR are not applicable to the proposed Project. As previously mentioned, the proposed Project would not add additional traffic trips to the circulation system, and would not result in any new significant impacts beyond those identified in the Specific Plan EIR. As such, the proposed Project would not be subject to mitigation measures associated with fair-share payments of improvements located within the Specific Plan study area.

b. Would the Project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

As the Congestion Management Agency (CMA) for Orange County, the OCTA is responsible for establishing, implementing, and monitoring the County's Congestion Management Program (CMP). Through its implementation of the CMP, the OCTA works to ensure that roadways operate at acceptable LOS and reviews development proposals to ensure that transportation impacts are minimized. OCTA has established a threshold of 2,400 or more daily trips for projects adjacent to the CMP Highway System. The Project is not located near a CMP monitoring facility.

As described in Response 4.17 (a), the proposed Project will not add any new trips to the surrounding circulation system. Therefore, the proposed Project is not expected to conflict with the applicable CMP, and there is no substantial change from the conclusions in the Specific Plan EIR.

The Specific Plan EIR concluded that conflict with an applicable CMP established by the County CMA for the I-405 freeway segments as a result of traffic would be significant and unavoidable. The proposed Project, which is located within the Specific Plan TIA study area and would not add additional traffic trips to the circulation system, would not result in new significant impacts beyond those identified in the Specific Plan EIR, and no new mitigation measures are required. No feasible mitigation was identified in the Specific Plan EIR.

c. Would the Project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location which results in substantial safety risks?

The proposed Project would not interfere with air traffic patterns, nor would it increase traffic levels. There would be no impacts related to air traffic.

The Specific Plan EIR concluded that the build out of the Specific Plan would have no impact on air traffic patterns because there are no airport facilities in the Specific Plan area and implementation of the proposed Specific Plan would not substantially impacts surrounding airports (e.g., John Wayne Airport). The proposed Project, which is located within the Specific Plan area, would not result in new significant impacts beyond those identified in the Specific Plan EIR, and no new mitigation measures are required.

d. Would the Project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The proposed Project will consolidate the six existing driveways on the project frontage of Bandilier Circle into one driveway (providing access to employee and public parking) and consolidate the five existing driveways on Pacific Street into two driveways (one for bus and large vehicle access and one for employee and public parking). Consolidation of the driveways along both streets will remove turning-movement conflicts as a result of driveways currently being spaced too closely. The proposed Project will not make any further physical changes to the surrounding circulation system.

The Specific Plan EIR concluded that the implementation of the Specific Plan would have a less than significant impact on the increase of hazards due to design features or incompatible uses. The proposed Project would remove the existing turning-movement conflicts and would not include design features that would increase hazards. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR, and no new mitigation measures are required.

e. Would the Project result in inadequate emergency access?

The Construction Impact Mitigation Plan (Mitigation Measure MM T-1 of the EIR) shall ensure adequate emergency access is maintained throughout the duration of all construction activities. Direct access for emergency vehicles would be provided via all three project driveways on Pacific Street and Bandilier Circle. The proposed Project would not alter the existing roadway network and would provide one vehicular access driveway on Bandilier Circle and two vehicular access driveways on Pacific Street. The proposed Project would comply with all applicable codes and ordinances for emergency vehicle access.

The Specific Plan EIR concluded that implementation of the Specific Plan would have a less than significant impact on emergency access. Because the proposed Project would comply with applicable codes and ordinances for emergency vehicle access, it would not result in new significant impacts beyond those identified in the Specific Plan EIR, and no new mitigation measures are required.

f. Would the Project substantially disrupt alternative transportation, including pedestrian, bicycle, and transit facilities?

Pedestrian access to the Project site will be possible by existing sidewalks on Ellis Avenue. The Project will provide direct pedestrian access between the existing OCSD Plant No. 1 and the Project site by constructing an approximately 128 ft long pedestrian bridge over Ellis Avenue.

There are no designated bicycle routes in the City's Bicycle Master Plan adjacent to the Project site; however, bicyclists may share the roadway with vehicles on Ellis Avenue in order to reach the Class II Bike Path network via Ward Street and Ellis Avenue west of Ward Street. In addition, bicyclists may share the roadway with vehicles up to MacArthur Boulevard to reach the Class I Santa Ana River Trail. The proposed Project does not alter the existing roadways and would not conflict with this planned project.

OCTA operates Bus Line 37 with stops along Ellis Avenue in the Project vicinity. Employees are able to utilize the Bus Line 37 service to access the existing OCSD Plant No. 1 site and the proposed Project site. As the proposed Project would not increase the number of employees, no new transit trips are anticipated to be generated.

Because the Project is consistent with existing and planned pedestrian, bicycle, and transit facilities, implementation of the proposed Project would not conflict with any adopted policies, plans, or programs regarding bicycle or pedestrian facilities.

The Specific Plan EIR concluded that implementation of the Specific Plan would not substantially disrupt alternative transportation, and impacts would be less than significant. The proposed Project, which is located within the Specific Plan area and is consistent with existing and planned pedestrian, bicycle, and transit facilities, would, therefore, not result in new significant impacts beyond those identified in the Specific Plan EIR. No new mitigation measures are required.

4.17.3.1 Mitigation Measures

The TIA outlined improvement measures for all impacted intersections to bring project operations back to acceptable or pre-project conditions. All intersections were able to be mitigated back to a less than significant level with the exception of Harbor Boulevard/MacArthur Boulevard at which the impact is considered significant and unavoidable due to the fact that the intersection is shared with the Cities of Costa Mesa and Santa Ana and the City of Fountain Valley cannot guarantee the implementation of mitigation measures. The TIA explains in detail why improvements to freeway segments are not considered feasible at this time; therefore, all identified impacts to the freeway system are considered significant and unavoidable.

Based on the analysis and information above, the one mitigation measure (MM T-1) listed below from the Specific Plan EIR would be applicable to the proposed Project. No additional mitigation measures related to transportation/traffic beyond those identified in the Specific Plan EIR are required.

MM T-1 **Construction Impact Mitigation Plan.** Future development occurring under the proposed Fountain Valley Crossings Specific Plan shall be required to prepare a Construction Impact Mitigation Plan for review and approval prior to issuance of a grading or building permit to address and manage traffic during construction and shall be designed to:

- Prevent traffic impacts on the surrounding roadway network;
- Minimize parking impacts both to public parking and access to private parking to the greatest extent practicable;
- Ensure safety for both those constructing the project and the surrounding community; and
- Prevent substantial truck traffic through residential neighborhoods.

The Construction Impact Mitigation Plan shall be subject to review and approval by the following City departments: Planning & Building, Public Works, and Police to ensure that the Construction Impact Mitigation Plan has been designed in accordance with this mitigation measure. Additionally, the plan shall be prepared and implemented in coordination with any affected agencies such as OCTA and Caltrans. The review of the plan shall occur prior to issuance of grading or building permits. It shall, at a minimum, include the following:

Ongoing Requirements throughout the Duration of Construction.

- A detailed Construction Impact Mitigation Plan for work zones shall be maintained. At a minimum, this shall include parking and travel lane configurations; warning, regulatory, guide, and directional signage; and area sidewalks, bicycle lanes, and parking lanes. The Construction Impact Mitigation Plan shall include specific information regarding the project's construction activities that may disrupt normal pedestrian and traffic flow and the measures to address these disruptions. Such plans shall be reviewed and approved by the Planning & Building and Public Works Departments prior to commencement of construction and implemented in accordance with this approval.
- Work within the public right-of-way, deliveries, haul trips, and construction employee trips shall be performed during off-peak vehicular traffic hours. No construction work would be permitted on Sundays and national holidays that City offices are closed. Construction work includes, but is not limited to dirt and demolition material hauling and construction material delivery. Work within the public right-of-way outside of these hours shall only be allowed after the issuance of an after-hours construction permit. Exceptions may be made for time sensitive construction activities (e.g., pouring concrete).
- "Flagger" construction personnel shall be required at construction site entrances.
- The closure of major arterials shall be limited to non-peak vehicular traffic hours only.
- Streets and equipment shall be cleaned in accordance with established Public Works requirements.
- Trucks shall only travel on a City-approved truck routes. Limited queuing may occur on the construction site itself.
- Materials and equipment shall be minimally visible to the public; the preferred location for materials is to be on-site, with a minimum amount of materials within a work area in the public right-of-way, subject to a current Use of Public Property Permit.
- Any requests for work before or after normal construction hours within the public right-of-way shall be subject to review and approval through the After Hours Permit process administered by the Building and Safety Division.
- Provision of off-street parking for construction workers, which may include the use of a remote location with shuttle transport to the site, if determined necessary by the City.
- The Construction Impact Mitigation Plan shall ensure adequate emergency access is maintained throughout the duration of all construction activities. Consistent with the requirements and regulations of the MUTCD, adequate emergency access shall be ensured through measures such as coordination with

local emergency services, training for flagmen for emergency vehicles traveling through the work zone, temporary lane separators that have sloping sides to facilitate crossover by emergency vehicles, and vehicle storage and staging areas for emergency vehicles.

Project Coordination Elements That Shall Be Implemented Prior to Commencement of Construction.

- The traveling public shall be advised of impending construction activities which may substantially affect key roadways or other facilities (e.g., information signs, portable message signs, media listing/notification, Hotline number, and implementation of an approved Construction Impact Mitigation Plan) in a manner appropriate to the scale and type of projects.
- A Use of Public Property Permit, Excavation Permit, Sewer Permit, or Oversize Load Permit, as well as any Caltrans permits required for any construction work requiring encroachment into public rights-of-way, detours, or any other work within the public right-of-way shall be obtained.
- Timely notification of construction schedules shall be provided to all affected agencies (e.g., Police Department, Fire Department, Public Works Department, and Community Development Department) and to all owners and residential and commercial tenants of property within a radius of 500 feet.
- Construction work shall be coordinated with affected agencies in advance of start of work. Approvals may take up to two weeks per each submittal.
- Planning & Building and Public Works Departments approval of any haul routes for earth, concrete, or construction materials and equipment hauling shall be obtained.

4.17.4 Findings Related to Transportation/Traffic

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Transportation/Traffic, and there is not substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Transportation/Traffic that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant impact not reported in that document might occur. Based on the

information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Transportation/Traffic requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. This Addendum has analyzed all available relevant information and has determined that there is no new information of substantial importance that was unknown and could not have been known with the exercise of reasonable diligence at the time the Fountain Valley Crossings Specific Plan EIR was certified indicating that: (1) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project but the Project proponent declines to adopt the mitigation measures or alternatives; or (2) mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

As discussed above, the proposed Project would result in a potentially significant impact related to Transportation/Traffic. Mitigation was included in the Specific Plan EIR and adopted at the time the EIR was certified. The mitigation measure that is applicable to the proposed Project is listed in Section 4.17.3.1. The potential Project impact related to Transportation/Traffic would be reduced below a level of significance with implementation of applicable the mitigation measure from the Specific Plan EIR. The proposed Project would not contribute to the significant unavoidable impacts identified in the Specific Plan EIR.

4.18 TRIBAL CULTURAL RESOURCES

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:			
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).	☐	☐	☒
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☒

4.18.1 Existing Setting

According to the Specific Plan EIR, the City is located in the Santa Ana Valley-Capistrano Valley Province, which is a lowland strip separating the coastal hills from the Santa Ana Mountains. This province dominates the inner portion of Orange County and includes the flood plain in the Santa Ana River in the northern segment near the City. The moderate climate, fertile soils, and abundant natural resources made southern California, including Orange County and the Fountain Valley area, ideal for human habitation, which may have begun in the area as much as 11,000 years ago. During the late prehistoric period, the Gabrieleño and the Juaneño groups occupied Orange County. The Gabrieleño inhabited a large area of the Los Angeles Basin including the watersheds of Los Angeles, San Gabriel, and Santa Ana Rivers, several streams in the Santa Monica and Santa Ana Mountains, the coast from Aliso Creek to Topanga Creek, and the islands of San Clemente, San Nicholas, and Santa Catalina. The Juaneño territory extended from Northern San Diego County to the San Joaquin Hills along Orange County's central coast, and inland from the Pacific Ocean into the Santa Ana Mountains. Both groups lived in residential villages along the County's rivers and traveled to seasonal camps for hunting, fishing, shellfish collecting, and hard seed processing. Initial Spanish settlement in the Orange County region came in the late 1500s, and the Mission San Juan Capistrano was established in Orange County in 1775. Prior to Spanish migration, the native population had been decimated by diseases, likely spread via coastal stopovers by early Spanish maritime explorers. Additionally, multiple epidemics took a great toll on Native American populations between approximately 1800 and the early 1860s, along with the cultural and political upheavals that came with European, Mexican, and American settlement. The mission period was followed by the Mexican period as colonists moved into California and occupied land granted to them by the Mexican

government. By the end of the Mexican period and as California moved towards statehood in 1850, the populations of Native Americans in California as a whole declined.

According to the Specific Plan EIR, the Fountain Valley area was inundated by large areas of wetlands from the 1880s to the early 1900s. Early settlers constructed drainage canals to drain the land and make it usable for agriculture and other development. Agriculture dominated the area in the early 1900s. The City was incorporated in 1957. The large population growth that the City experienced in the 1960s took place within the framework of a Master Plan adopted before any developments had begun. The Project area was developed primarily in the 1970s with a range of public and private structures and industrial areas.

No known archaeological resources are within the boundaries of the Specific Plan area. However, the Specific Plan area has some potential for undiscovered Native American archaeological resources, as well as other known regional resources, to occur. There are four recorded archaeological sites within the vicinity of the Specific Plan area. The potential for such subsurface resources, which may not have been evaluated during original development of the Specific Plan area, may exist.

4.18.2 Impacts Identified in the Specific Plan EIR

The Specific Plan EIR analyzed the Specific Plan's potential Tribal Cultural Resources impacts on pages 3.14-1 through 3.14-8.

The Specific Plan EIR explained that seven unique groups and/or individuals were contacted under Senate Bill (SB) 18 and Assembly Bill (AB) 52 (including one tribe that was included on both AB 52 and SB 18 notification lists), and only one response was received. Mr. Andrew Salas of the Gabrieleño Band of Mission Indians-Kizh Nation responded via email on October 25, 2015. Mr. Salas did not request consultation with the City, or identify any tribal cultural resources in the Specific Plan area, but did request that a tribal monitor from the Gabrieleño Band of Mission Indians-Kizh Nation be present during ground-disturbing construction work. This request was considered, and protocols for inadvertent discovery, including the retention of a qualified Native American Monitor, were incorporated into Mitigation Measure MM TRC-1b. In addition to Native American consultation, the City submitted a request for review of the Native American Heritage Commission (NAHC) Sacred Lands Inventory File on November 12, 2015. The NAHC responded to the City's request on December 8, 2015, and identified four recorded archaeological sites within the United States Geological Survey (USGS) quadrangle in which the Specific Plan area is located. Review of these sites was conducted, and it was concluded that all known sites are located outside the City and, thus, are also outside of the Specific Plan area.

The Specific Plan EIR determined that there have been no previously identified tribal cultural resources within the boundaries of the Specific Plan area or in the immediate vicinity. Additionally, given the developed nature of the site and that development activities associated with the Specific Plan would occur in previously disturbed areas, it is unlikely that tribal cultural resources would be encountered within the Specific Plan area. Additionally, none of the Native American tribes contacted through the SB 18 and AB 52 processes described above identified any tribal cultural resources in the Specific Plan area. However, the Specific Plan area vicinity was a favorable

environment for Native American settlement. The Gabrieleño Band of Mission Indians-Kizh Nation noted in a response to the City's consultation process that the area is considered sensitive. Therefore, it is possible that the Specific Plan area contains buried tribal cultural resources, which could be preserved beneath the existing industrial warehouse buildings and paved surfaces. Effects on tribal cultural resources are highly dependent on the individual project site conditions and the characteristics of future projects that may be proposed with the Specific Plan area. If such resources were discovered, any activity that would cause a substantial adverse change in the significance of a tribal cultural resource would be a significant impact. However, with the implementation of Mitigation Measures MM TCR-1a, MM TCR-1b, and MM TCR-1c, which require procedures to be taken in the event unknown cultural resources are discovered during construction, impacts to tribal cultural resources would be less than significant. The mitigation measures are outlined in further detail at the end of Section 4.18.3, below.

4.18.3 Analysis of Project Impacts

a. i. Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).

Chapter 532, Statutes of 2014 (i.e., AB 52), requires that lead agencies evaluate a project's potential to impact "tribal cultural resources." Such resources include sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources (PRC, Section 21074). AB 52 also gives lead agencies the discretion to determine, supported by substantial evidence, whether a resource falling outside of the definition stated above nonetheless qualifies as a "tribal cultural resource."

Also per AB 52 (specifically PRC Section 21080.3.1), OCSD must consult with California Native American tribes that are traditionally and culturally affiliated with the geographic area of the proposed Project and have previously requested that OCSD provide the tribe with notice of such projects.

In compliance with AB 52, letters were distributed on September 28, 2017, to local Native American tribes who have previously requested to be notified of future projects proposed by OCSD. The letters notified each tribe of the opportunity to consult with OCSD regarding the proposed Project, which included the Gabrieleño Band of Mission Indians – Kizh Nation, the Juaneño Band of Mission Indians/Acjachemen Nation, and the San Gabriel Band of Mission Indians. In compliance with AB 52, tribes have 30 days from the date of receipt of notification to request consultation on the proposed Project. No responses or requests for consultation were received from the Juaneño Band of Mission Indians/Acjachemen Nation or the San Gabriel Band of Mission Indians during the 30-day period. On October 5, 2017, Andrew Salas,

Chairman of the Gabrieleño Band of Mission Indians – Kizh Nation, sent a letter to OCSD stating that the proposed Project lies within a sensitive area for tribal cultural resources. He requested to be consulted on the Project. OCSD responded to the request via email on October 5, 2017, and October 24, 2017, to arrange a meeting with the Gabrieleño Band of Mission Indians – Kizh Nation, to which Mr. Salas has not responded. Due to the length of time since receiving any additional response from the Gabrieleño Band of Mission Indians – Kizh Nation, the AB 52 consultation process is considered closed.

The Project site is fully developed with five one- to two-story industrial warehouse buildings and surface parking lots. It is possible that the Project site contains unknown buried tribal cultural resources, which could be preserved beneath the existing buildings and paved surfaces. The proposed Project would involve the demolition of five existing on-site industrial warehouse buildings and the construction and operation of a new three-story administration building, surface parking lot, and pedestrian bridge connecting the Project site to the OCSD Plant No. 1 site south of Ellis Avenue. If such resources were discovered during construction activities, any activity that would cause a substantial adverse change in the significance of a tribal cultural resource would be considered a significant impact. However, with the implementation of Mitigation Measures MM TCR-1a, MM TCR-1b, and MM TCR-1c, which were included in the Specific Plan EIR, impacts to tribal cultural resources would be reduced to a less than significant level. Mitigation Measure MM TCR-1a would require pre-construction training prior to any grading or other development activities associated with Project implementation. In the event of inadvertent discovery of tribal cultural resources during Project construction, Mitigation Measure MM TCR-1b would require retention of a qualified registered professional archaeologist (RPA) and a qualified Native American Monitor to evaluate the significance of the discovery pursuant to the Cultural Resources Treatment Plan procedures, which are outlined in Mitigation Measure MM TCR-1c. Therefore, implementation of Mitigation Measures MM TCR-1a, MM TCR-1b, and MM TCR-1c would require procedures to be taken in the event unknown tribal cultural resources are discovered during Project construction, and impacts to tribal cultural resources would be reduced to a less than significant level.

The Specific Plan concluded that impacts related to tribal cultural resources would be less than significant with mitigation. Similarly, the Project is located within the Specific Plan area and would incorporate the same mitigation to reduce impacts to tribal cultural resources. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no additional mitigation measures are required. Applicable mitigation measures are outlined at the end of Section 4.18.3, below.

a. ii. Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of

Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

See Response 4.18.3 (a) (i), above. With the implementation of Mitigation Measures MM TCR-1a, MM TCR-1b, and MM TCR-1c, included in the Specific Plan EIR, impacts to tribal cultural resources would be reduced to a less than significant level.

The Specific Plan concluded that impacts related to tribal cultural resources would be less than significant with mitigation. Similarly, the Project is located within the Specific Plan area and would incorporate mitigation to reduce impacts to tribal cultural resources. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no additional mitigation measures are required. Applicable mitigation measures are outlined below.

4.18.3.1 Mitigation Measures

Based on the analysis and information above, Mitigation Measures MM TCR-1a, MM TCR-1b, and MM TCR-1c, included in the Specific Plan EIR, would be applicable to the proposed Project.

MM TRC-1a **Pre-Construction Training:** For individual discretionary development projects, pre-construction training for construction personnel shall be conducted prior to commencement of any grading or other development activities. A qualified archaeologist, meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (2008) and approved by the City, shall conduct tribal cultural resources identification and protocol training prior to site disturbance activities. Construction personnel shall be informed of the types of archaeological or tribal cultural resources that may be encountered, and of the proper protocols for agency notification. Construction personnel shall attend the training and shall retain documentation demonstrating attendance.

MM TRC-1b **Inadvertent Discovery:** In the event of any inadvertent discovery of archaeological or tribal cultural resources during construction, ground-disturbing activities shall be suspended until an evaluation is performed. The Applicant shall retain a qualified registered professional archaeologist (RPA) and a qualified Native American Monitor selected by the City. The City's selection of a Native American Monitor will be based on cultural affiliation with the Project area, which may include consultation with the NAHC. In the event of discovery, construction personnel shall notify the City, the RPA, and Native American Monitor. The RPA and Native American Monitor shall evaluate the significance of the discovery pursuant to the Treatment Plan procedures outlined in MM TCR-1c, below. Work shall not resume until authorization is received from the City. If human remains are found, in compliance with California Health and Safety Code Section 7050.5, all ground disturbances must cease and the County Coroner must be contacted to determine the nature of the remains. In the event the remains are determined to be Native American in origin by

the Coroner, the Coroner is required to contact the NAHC within 24 hours to relinquish jurisdiction.

MM TCR-1c **Archaeological Data Recovery:** If cultural resources are encountered during development activities, the City shall implement a Cultural Resources Treatment Plan to address resource identification, significance evaluation, and any necessary mitigation. The Treatment Plan shall be prepared by a City-approved RPA and a City-approved Native American Monitor, and at a minimum shall include:

- A review of historic maps, photographs, and other pertinent documents to predict the locations of former buildings, structures, and other historical features and sensitive locations within and adjacent to the specific development area;
- A context for evaluating resources that may be encountered during construction;
- A research design outlining important prehistoric and historic-period themes and research questions relevant to the known or anticipated sites in the study area;
- Specific and well-defined criteria for evaluating the significance of discovered remains; and
- Data requirements and the appropriate field and laboratory methods and procedures to be used to treat the effects of the Project on significant resources.

The City, in its discretion and supported by substantial evidence, may also determine that resource is significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. If the RPA determines that the find may qualify for listing in the California Register, the site shall be avoided or the resource preserved in place, or if avoidance or preservation in place is not determined feasible, a data recovery plan shall be developed. The preferred mitigation shall be to avoid the resource or preserve in place. Any required testing or data recovery shall be directed by a qualified RPA and Native American Monitor prior to construction being resumed in the affected area. The Treatment Plan shall also include submission of a final technical report, funded by the developer and approved by the City.

4.18.4 Findings Related to Tribal Cultural Resources

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Tribal Cultural Resources, and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Tribal Cultural Resources that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Tribal Cultural Resources requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. This Addendum has analyzed all available relevant information and has determined that there is no new information of substantial importance that was unknown and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified indicating that: (1) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the Project proponent declines to adopt the mitigation measures or alternatives; or (2) mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the Project proponent declines to adopt the mitigation measures or alternatives.

As discussed above, the proposed Project would result in a potentially significant impact related to Tribal Cultural Resources. Mitigation was included in the Specific Plan EIR and adopted at the time the EIR was certified. The mitigation measures that are applicable to the proposed Project are listed in Section 4.18.3.1. Potential Project impacts related to Tribal Cultural Resources would be reduced below a level of significance with implementation of the applicable mitigation measures, none of which the Project proponent is declining to adopt.

4.19 UTILITIES AND SERVICE SYSTEMS

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
Would the Project:			
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☒
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒
d. Reduce sufficient water supplies available to serve the Project from existing entitlements and resources, or require new or expanded entitlements?	☐	☐	☒
e. Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?	☐	☐	☒
f. Be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?	☐	☐	☒
g. Conflict with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☒

4.19.1 Existing Setting

The Specific Plan area is served by a network of utility lines, including sewer lines, water mains, and storm drains that were generally constructed during the 1970s and 1980s; this infrastructure was sized and installed to accommodate development anticipated at that time.

According to the Specific Plan EIR, the City receives its water from three main sources: (1) the Lower Santa Ana River Groundwater Basin (Orange County Groundwater Basin), which is managed by the Orange County Water District (OCWD); (2) imported Colorado River and State Water Project (SWP) water delivered by the Metropolitan Water District of Southern California (MWD) through the Municipal Water District of Orange County (MWDOC); and (3) recycled water from the OCWD's Green Acres Project (GAP). MWDOC is Orange County's wholesale supplier and is a member agency of the MWD. The City's water supply is comprised of 60 percent groundwater, 24 percent imported water, and 14 percent recycled water. Water distribution service within the Project area is provided by the Fountain Valley Water Utility, which operates as a division of the City Public Works Department.

Wastewater collection and treatment service in the Specific Plan area is provided by the OCSD. OCSD currently operates two wastewater treatment facilities that accommodate wastewater from residential, commercial, and industrial sources. The City owns, operates, and maintains the sewer collection system within the City limits and its sphere of influence. The sewer system comprises

approximately 133 miles of collection and transmission pipe that sends City effluent to the OCSD for treatment and disposal. Wastewater generated within the Specific Plan area is conveyed to Plant No. 1, located directly south of the Specific Plan area south of Ellis Avenue. Existing wastewater facilities servicing the Specific Plan area were constructed in the late 1960s and early 1970s. No known deficiencies exist with the system, and the existing wastewater collection system adequately services the Specific Plan area.

According to the Specific Plan EIR, the City contracts Rainbow Environmental Services to collect solid waste generated throughout the City, including the Specific Plan area. Rainbow Environmental Services provides waste collection, recycling, and disposal services for residential customers with trash can service. Rainbow Environmental Services provides a Materials Recovery Facility (MRF) to ensure compliance with State laws regarding waste stream diversion and ensuring that a minimum of 75 percent of solid waste is diverted from landfills into reuse and recycling under AB 341. Solid waste generated from the City is transported to a MRF within the City of Huntington Beach approximately 3 miles northwest of the Specific Plan area, where solid waste is manually and mechanically separated into recyclable and non-recyclable materials. Non-recyclable materials and solid waste are then transported to Frank R. Bowerman Landfill, a 725-acre, non-hazardous, municipal solid waste landfill located within the City of Irvine, approximately 13.5 miles east of the Specific Plan area. The Frank R. Bowerman Landfill is permitted to receive 11,500 tons per day (tpd) of solid waste and receives a daily average of approximately 6,800 tpd; this landfill is scheduled to close in the year 2053. It is subject to regular inspection by State regulatory agencies such as the California Department of Resource Recycling and Recovery (CalRecycle), the California Regional Water Quality Control Board (RWQCB), and the South Coast Air Quality Management District (SCAQMD) to ensure compliance with applicable plans, policies, and regulations.

4.19.2 Impacts Identified in the Specific Plan EIR

The Specific Plan EIR analyzed the Specific Plan's potential Utilities impacts on pages 3.12-1 through 3.12-29.

According to the Specific Plan EIR, the RWQCB, in connection with the implementation of the National Pollutant Discharge Elimination System (NPDES) program, has imposed requirements on the treatment of wastewater and its discharge into local water bodies, including the Santa Ana River. Wastewater produced by new land uses and development in the Specific Plan area would meet these requirements through treatment at the OCSD Plant No. 1. In addition, the implementation of wastewater low impact development (LID) designs and best management practices (BMPs) required by the Specific Plan would also help meet wastewater quality treatment standards. Therefore, RWQCB wastewater treatment requirements would not be exceeded, and potential impacts are considered less than significant.

The Specific Plan area is currently fully developed and existing wastewater flows are treated within the capacity of OCSD. The Specific Plan EIR determined that implementation of the Specific Plan would result in an increase in current wastewater flows by approximately 0.13 percent, and increases in wastewater flows would be fully treatable by existing facilities. The OCSD Reclamation Plant No. 1 would have sufficient capacity to serve the Specific Plan area demand in addition to the

provider's existing commitments. Therefore, impacts in regard to wastewater generation are considered less than significant.

The Specific Plan EIR concluded that wastewater collection and conveyance systems within the Specific Plan area are currently sufficient in terms of size and age to service existing Specific Plan area development. Due to existing available capacity to treat wastewater existing and future wastewater in the City, construction or expansion of wastewater treatment facilities would not be required. However, it is possible that new development within the Specific Plan area would require on-site upgrades to serve the proposed new uses. For future development, individual development projects occurring under the Specific Plan would be reviewed to determine whether site-specific infrastructure improvements would be required as part of Specific Plan approval. Further, implementation of the Specific Plan would generate increased sewage flows within the existing sewer system. Development of land uses under the Specific Plan would incrementally trigger the need for expansion or replacement of individual sewer line segments, resulting in potentially significant impacts. Implementation of MM UT-3 and compliance with existing local regulations would ensure the funding of necessary improvements to the wastewater system to serve future land uses anticipated to occur under the Specific Plan. With assurance of adequate funds to finance the capital improvements necessary as provided for in MM UT-3, impacts would be reduced to less than significant levels with mitigation. Therefore, potential impacts to wastewater infrastructure would be reduced to less than significant with mitigation.

According to the Specific Plan EIR, additional commercial, industrial, office, retail, and residential uses to be developed under the Specific Plan would increase water demand. Based on water demand factors for the City and other service areas within the County, water demand resulting from implementation of the Specific Plan is expected to increase by approximately 499,855 gallons per day (gpd) (560.3 acre-feet per year [acre-ft/yr]). The increased demand for water would have the potential to result in the need for additional water supply infrastructure. Currently, the Specific Plan area is largely developed and is served by an existing water supply system which provides sufficient service. Development under the Specific Plan would occur within the existing developed spaces of the Specific Plan area and is not expected to require substantial alterations to the existing water system given the incremental and limited increase in water demand from the Specific Plan. However, new land uses anticipated to occur under the Specific Plan could nonetheless result in the need for construction of new water facilities or expansion of existing infrastructure such as upsizing of certain pipeline segments. However, the individual development projects would be reviewed to determine any necessary alterations to existing infrastructure to serve the development site. As part of development review of individual projects, additional CEQA review may be required that would analyze potential effects including the alteration of existing systems or construction of additional infrastructure. The construction or implementation of necessary on-site infrastructure improvements would occur in conformance with applicable State and City development codes and regulations. Due to the limited increase in water demand associated with the Specific Plan, as well as conformance to mandated water supply infrastructure regulations and standards, and with assurance of adequate funds to finance the capital improvements necessary for the Specific Plan as described in MM UT-3, impacts to the environment due to potential construction or expansion of water supply facilities are considered less than significant with mitigation.

Implementation of the Specific Plan would result in partial redevelopment of the Specific Plan area for increased retail, commercial, industrial, warehouse, office, and residential uses. As the Specific Plan area is largely developed with impermeable surfaces, redevelopment under the Specific Plan would primarily involve replacement rather than expansion of impermeable surfaces. Any potential increased development of impermeable surfaces and building square footage may result in increased stormwater and urban runoff that enters the City's storm drainage system. Storm drain infrastructure within the Specific Plan area presently accommodates and conveys stormwater flows adequately, and additional development under the Specific Plan is not expected to impede stormwater conveyance. However, it is possible that new development within the Specific Plan area would require on-site upgrades to serve the proposed new uses. Necessary improvements to site hydrology may be required to accommodate redevelopment and would be identified as part of review of proposed projects. While the location and extent of stormwater system improvements necessary to service individual development projects is presently undetermined, specific information regarding the improvement or construction of these facilities would be determined prior to approval of a proposed project. Any construction of necessary facilities would be subject to applicable State and City development codes and regulations. As part of the development review of individual projects, additional CEQA review may be required, which would analyze potential effects including the potential alteration of the existing system. The Specific Plan EIR concluded that build out of the Specific Plan would not have significant adverse effects to the environment resulting from the construction of additional storm drain infrastructure, and impacts are considered less than significant.

Commercial, industrial, and residential uses anticipated to occur under Specific Plan implementation would incrementally increase water demand throughout the development of the Specific Plan area. The Specific Plan EIR determined that the increased demand for water in the Specific Plan area would have the potential to result in the need for new or expanded water infrastructure and/or water supplies. While redevelopment of the Specific Plan area would result in a projected net increase in water demand by approximately 560.3 acre-ft/yr, the MWDOC and the City currently project an estimated 11,800 acre-ft/yr of potable water will be available at the time of build out of the Specific Plan, approximately 1,025 acre-feet more than current demands. Individual developments within the Specific Plan area would be required to obtain a Will Serve letter from the district prior to planning approval. As such, the MWD, MWDOC, and the City anticipate their ability to meet full-service demands through 2040 during both normal, dry, and multiple dry years. Further, increasing reliance on recycled water, City-mandated water efficiency requirements, water conservation measures, and implementation of higher efficiency systems would contribute to decreased water demands within the Specific Plan area. Therefore, while implementation of the Specific Plan would result in an increase in water demand, impacts to existing and projected City water supply are considered less than significant.

Under implementation of the Specific Plan, redevelopment of the Specific Plan area is expected to result in a net increase of approximately 258,010 sf of retail, industrial, commercial, warehouse, and office development and 491 residential units. This would result in an increase in solid waste generation and a subsequent need for waste disposal. According to the Specific Plan, the estimated potential net increase in solid waste generation in the Specific Plan area is 4,828.76 pounds (lbs) of solid waste per day, equating to 2.41 tpd. Assuming the required diversion rate of 75 percent is

applied, this would result in up to an additional 1.81 tpd of non-recyclable waste that would need to be disposed in a landfill. It is not anticipated that an additional net 258,010 sf of development would substantially strain Rainbow Environmental Services' ability to service the Specific Plan area. In addition, the MRF has available capacity to receive and process an additional 1,000 tpd of solid waste under their existing permit. As such, the MRF possesses adequate capacity to receive an estimated 2.41 tpd of additional waste, or approximately 0.006 percent of the facility's permitted daily capacity. Furthermore, disposal of approximately 1.81 tpd of non-recyclable solid waste at the Frank R. Bowerman Landfill would incrementally contribute to the facility's typical daily intake and would not result in exceedance of the facility's total daily capacity. Therefore, impacts resulting from additional solid waste generation under the Specific Plan are considered less than significant.

California State law AB 341 requires that at least 75 percent of solid waste be diverted from landfills. As previously discussed, solid waste generated by the Specific Plan area would be transported to an MRF that separates and sorts solid waste to ensure a minimum of 75 percent is diverted for recycling and reuse before being transported to the Frank R. Bowerman Landfill. In addition, development under the Specific Plan would be required to comply with all applicable City solid waste regulations, permitting processes, and policies in effect at the time of operation, including the policies and regulations described under the City's Municipal Code Chapter 6.08, Solid Waste. According to the Specific Plan EIR, as the City is in compliance with applicable State, federal, and local regulations and implementation of the Specific Plan would not conflict with regulations related to solid waste, no impact would occur.

4.19.3 Analysis of Project Impacts

a. Would the Project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

OCSD would be the wastewater treatment provider for the proposed Project. The proposed Project would involve the operation of a new administration building, and as such, would result in the generation of wastewater. However, as discussed in Section 4.14.3, the Project would not represent a net increase in population or employees within the Specific Plan area. Because the number of employees would not increase, there would be no net difference in wastewater generation within the Specific Plan area compared to existing conditions. Wastewater produced by the Project would meet NPDES requirements through treatment at the OCSD Plant No. 1 site. In addition, the implementation of wastewater LID designs and BMPs required by the Specific Plan would help meet wastewater quality treatment standards. Therefore, RWQCB wastewater treatment requirements would not be exceeded, and potential impacts related to the proposed Project are considered less than significant.

The Specific Plan concluded that impacts related to exceedance of RWQCB wastewater treatment requirements would be less than significant. Similarly, the Project is located within the Specific Plan area and would not exceed RWQCB wastewater treatment requirements. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

b. Would the Project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

The proposed Project would involve the operation of a new administration building, and as such, would result in the generation of wastewater. However, as discussed in Section 4.14.3, the Project would not represent a net increase in population or employees within the Specific Plan area because the administrative use would relocate existing OCSD personnel from OCSD Plant No. 1 to the Project site. Because the number of employees would not increase, there would be no net difference in wastewater generation within the Specific Plan area compared to existing conditions. The Specific Plan EIR determined that build out of the Specific Plan, including the Project site, would result in an increase in current wastewater flows by approximately 0.13 percent, and increases in wastewater flows would be fully treatable by existing facilities. Because the Project would not increase regional wastewater flows and OCSD Reclamation Plant No. 1 would have sufficient capacity to serve the Specific Plan area and Project demand in addition to the provider's existing commitments, the Project would not require expansion of existing wastewater treatment facilities or construction of new facilities.

Although the project would not increase the total wastewater generated in the Specific Plan area, the relocation of existing OCSD personnel from Plant No. 1 to the Project site would have a potential to increase wastewater generated on the Project site. Therefore, implementation of the Project could generate increased sewage flows within the existing sewer system on and adjacent to the Project site. Further, development of land uses under the Specific Plan could incrementally trigger the need for expansion or replacement of individual sewer line segments, resulting in potentially significant impacts. Implementation of MM UT-3 and compliance with existing local regulations would ensure the funding of necessary improvements to the wastewater system to serve future land uses anticipated to occur under the Specific Plan. With assurance of adequate funds to finance the capital improvements necessary as provided for in MM U-3, impacts would be reduced to less than significant with mitigation. Therefore, while implementation of the Project would result in an increase in wastewater generation, the Project would not necessitate new wastewater treatment facilities or expansion of existing facilities, and impacts are considered less than significant with mitigation.

The proposed Project would involve the operation of a new administration building, and as such, would require water use. However, as discussed in Section 4.14.3, the Project would not represent a net increase in population or employees within the Specific Plan area because the administrative use would relocate existing OCSD personnel from OCSD Plant No. 1 to the Project site. Because the number of employees would not increase, there would be no net difference in water use within the Specific Plan area compared to existing conditions.

Although the Project would not increase the total water demand in the Specific Plan area, the relocation of existing OCSD personnel from Plant No. 1 to the Project site would have a potential to increase water demand on the Project site as compared to the existing on-site uses. The new administration building proposed as part of the Project would have the potential to increase water demand as compared to warehouse uses due to the greater number of people working at

the Project site, as well as the general increase in land use intensity that would occur. The increased demand for water would have the potential to result in the need for additional water supply infrastructure on and adjacent to the Project site. The Project could result in the need for construction of new water facilities or the expansion of existing infrastructure such as upsizing of certain pipeline segments. Due to the limited increase in water demand associated with the Project, as well as conformance to mandated water supply infrastructure regulations and standards, and with assurance of adequate funds to finance the capital improvements necessary for the Project as described in MM UT-3, impacts to the environment due to potential construction or expansion of water supply facilities are considered less than significant with mitigation. Therefore, while implementation of the Project would result in an increase in water demand, the Project would not necessitate new water treatment facilities or expansion of existing facilities, and impacts are considered less than significant with mitigation.

The Specific Plan concluded that impacts related to construction of new water or wastewater treatment facilities or expansion of existing facilities would be less than significant with mitigation. Similarly, the Project is located within the Specific Plan area and would not require construction of new water or wastewater treatment facilities or expansion of existing facilities, but would nonetheless incorporate the same Specific Plan mitigation to reduce impacts. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no additional mitigation measures are required. Applicable mitigation measures are outlined at the end of Section 4.19.3, below.

c. Would the Project require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

The proposed Project would decrease impervious surface area on the Project site, which can provide more opportunities for infiltration on the Project site. However, because the infiltration potential of on-site soils is low, any increase in infiltration would be minimal. Additionally, the Project would include drainage features that would continue to convey stormwater runoff to the existing municipal storm drain system. In addition, the County MS4 Permit requires the installation of landscaped areas or other pervious surfaces and implementation of LID and stormwater BMPs to minimize and treat stormwater runoff. The proposed Project includes bioretention basins in compliance with this requirement. Therefore, because the Project would decrease stormwater runoff from the project site by reducing impervious surface area and including BMPs, the Project would not necessitate new stormwater drainage facilities or expansion of existing facilities, and impacts are considered less than significant.

The Specific Plan concluded that impacts related to exceedance of the capacity of stormwater drainage facilities would be less than significant. Similarly, the Project is located within the Specific Plan area and would not exceed the capacity of stormwater drainage facilities. The proposed Project requires implementation of drainage features and BMPs to minimize runoff and flooding and would, therefore, not result in new significant impacts beyond those identified

in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation measures are required.

d. Would the Project reduce sufficient water supplies available to serve the Project from existing entitlements and resources, or require new or expanded entitlements?

Refer to Response 4.19.3 (b), above. The proposed Project would require water use related to the operation of a new administration building. As discussed previously, new development proposed as part of the Project would not represent a net increase in population because the administrative use would provide work space for existing OCSD personnel. Consequently, the Project would not increase water demand in the Specific Plan area compared to existing conditions. Therefore, the Project would not result in the need for expanded or new water supplies. As discussed in the Specific Plan EIR, the MWD, the MWDOC, and the City anticipate their abilities to meet full-service demands through 2040 during both normal, dry, and multiple dry years. Further, increasing reliance on recycled water, City-mandated water efficiency requirements, water conservation measures, and implementation of higher efficiency systems would contribute to decreased water demands within the Specific Plan area. In addition, the Project would be required to obtain a Will Serve letter from OCWD prior to planning approval. Therefore, while the Project would result in an increase in water demand, impacts to existing and projected City water supply are considered less than significant.

The Specific Plan concluded that impacts related to water supply would be less than significant. Similarly, the Project is located within the Specific Plan area and sufficient water supplies are available to serve the Project from existing entitlements and resources. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

e. Would the Project result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?

Refer to Response 4.19.3 (b), above. OCSD Reclamation Plant No. 1 would have sufficient capacity to serve the Specific Plan area and Project demand in addition to the provider's existing commitments. As discussed previously, new development proposed as part of the Project would not represent a net increase in population because the administrative use would provide work space for existing OCSD personnel. Because the number of employees would not increase, there would be no net difference in wastewater generation within the Specific Plan area compared to existing conditions. Therefore, because implementation of the Project would not result in an increase in wastewater generation, the Project would not exceed the capacity of wastewater treatment facilities, and impacts are considered less than significant.

The Specific Plan concluded that impacts related to wastewater treatment providers would be less than significant with mitigation. The Project is located within the Specific Plan area, and wastewater flows from the Project site can be accommodated by the existing wastewater plant.

Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no additional mitigation measures are required. Applicable mitigation measures are outlined in at the end of Section 4.19.3, below.

f. Would the Project be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?

Refer to Response 4.19.3 (a), above. The operation of a new administration building as part of the proposed Project would result in the generation of solid waste. During construction, waste generation would increase as a result of the Project. As discussed previously, new development proposed as part of the Project would not represent a net increase in population because the administrative use would provide work space for existing OCSD personnel. Consequently, during operation, waste generation would not be anticipated to increase compared to existing conditions. Although construction of the Project would result in an increase in solid waste generation and a subsequent need for waste disposal, the Specific Plan EIR concluded that Rainbow Environmental Services would be able to adequately serve the Specific Plan area's waste disposal needs. Thus, it is not anticipated that waste disposal required for the administration building, one development within the Specific Plan area, would substantially strain Rainbow Environmental Services' ability to service the Project. Therefore, impacts resulting from additional solid waste generation under the Project are considered less than significant.

The Specific Plan concluded that impacts related to landfills would be less than significant. Similarly, the Project is located within the Specific Plan area and would be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

g. Would the Project conflict with federal, state, and local statutes and regulations related to solid waste?

Refer to Response 4.19.3 (a), above. The operation of a new administration building as part of the proposed Project would result in the generation of solid waste. The Project would comply with all applicable City solid waste regulations, permitting processes, and policies in effect at the time of operation, including the policies and regulations described under the City's Municipal Code Chapter 6.08, Solid Waste. According to the Specific Plan EIR, as the City is in compliance with applicable State, federal, and local regulations. Therefore, the Project would not conflict with regulations related to solid waste, and no impact would occur.

The Specific Plan concluded that impacts related to solid waste would be less than significant. Similarly, the Project is located within the Specific Plan area and would not conflict with federal, State, and local statutes and regulations related to solid waste. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a

substantial increase in the severity of previously identified significant impacts, and no new mitigation measures are required.

4.19.3.1 Mitigation Measures

Based on the analysis and information above, Mitigation Measure MM UT-3, included in the Specific Plan EIR, would be applicable to the proposed Project.

MM UT-3 **FVCSP Utility Infrastructure Financing Program:** The City shall ensure adequate financing for funding of infrastructure improvements to serve the FVCSP through implementation of the FVCSP Utility Infrastructure Financing Program, including preparation of an AB 1600 fee justification study, for the FVCSP area. The Financing Program shall be developed prior to the approval of the first entitlements for a development within the Project area, following adoption of the Project. All new development within the FVCSP shall be conditioned to be subject to payment of its fair share of any impact fees identified under this program. The City shall determine the costs of and establish a funding program for the following capital improvements to upgrade water and wastewater delivery as needed to serve the demands of new land uses anticipated to occur under the FVCSP.

The Program shall also:

a. Identify the cost of improvements to or replacement of undersized water and wastewater lines within the FVCSP area needed to serve the Project.

b. Clearly apportion existing and projected demand on these facilities and costs between existing users, the City, and proposed future development.

c. Identify potential funding mechanisms for sewer and water line construction, including the equitable sharing of costs between new development, the City and existing users, including development impact fees, grants, assessments, etc.

d. Identify development impact fees for all residential and non-residential development to ensure that development pays its fair share of public infrastructure costs.

e. Include a regular fee update schedule, consistent with the City's Capital Improvement Program.

4.19.4 Findings Related to Utilities and Service Systems

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Utilities and Service Systems, and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Utilities and Service Systems that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Utilities and Service Systems requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. This Addendum has analyzed all available relevant information and has determined that there is no new information of substantial importance that was unknown and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified indicating that: (1) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the Project proponent declines to adopt the mitigation measures or alternatives; or (2) mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the Project proponent declines to adopt the mitigation measures or alternatives.

As discussed above, the proposed Project would result in a potentially significant impact related to Utilities and Service Systems. Mitigation was included in the Specific Plan EIR and adopted at the time the EIR was certified. The mitigation measure that is applicable to the proposed Project is listed in Section 4.19.3.1. Potential Project impacts related to Utilities and Service Systems would be reduced below a level of significance with implementation of the applicable mitigation measures, none of which the Project proponent is declining to adopt.

4.20 MANDATORY FINDINGS OF SIGNIFICANCE

	New Significant Impact	More Severe Impact	No Substantial Change from Previous Analysis
a. Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒
b. Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒
c. Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒

4.20.1 Analysis of Project Impacts

a. Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

As discussed in Section 4.4 Biological Resources, of this Initial Study/Addendum, the Project site is partially developed and is located in an urban area. The Project site does not contain an open body of water that could serve as natural habitat in which fish could exist. The Project site does not support any special-status wildlife or plant species or their habitats because the site is currently developed and lacks natural habitat. The existing landscaping trees on the Project site may, however, provide suitable habitat for nesting migratory birds. The removal of trees on the Project site has the potential to impact active bird nests if vegetation and trees are removed during the nesting season. However, Project construction would comply with the requirements of the Migratory Bird Treaty Act (MBTA) to avoid impacts to active nests during the breeding season. With compliance with the MBTA, impacts to nesting birds would be less than significant. For these reasons, the Project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or substantially reduce the number or restrict the range of a rare or endangered plant or animal.

The Specific Plan EIR concluded that implementation of the Specific Plan would result in less than significant impacts to biological resources because the Specific Plan area is fully urbanized and does not contain potential natural habitats for sensitive species and other natural

communities. Similarly, the Project would result in less than significant impacts to biological resources because the Project site is located within the Specific Plan area and is fully urbanized and developed. Neither the Specific Plan nor the proposed Project has the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or substantially reduce the number or restrict the range of a rare or endangered plant or animal. As such, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR, and no new mitigation is required.

As discussed in Section 4.5, Cultural Resources, of this Initial Study/Addendum, the Project site has been previously disturbed and significantly altered as a result of past construction activities on the site. Due to the developed nature of the site and surrounding area, it is likely that any unknown archaeological or paleontological resources would have been unearthed at the time of previous activities on the Project site. However, in the event that previously unknown cultural resources are encountered, Project construction would comply with standard conditions required by the City of Fountain Valley, detailed in Section 4.5, to ensure proper handling and recovery of these resources. With compliance with standard conditions regulating the handling and treatment of cultural resources, the Project would not have the potential to eliminate important examples of the major periods of California history or prehistory.

The Specific Plan EIR concluded that, based on the limited potential for undiscovered cultural resources to exist within the Specific Plan area and existing procedures and requirements regulating the discovery of buried resources, impacts on cultural resources would be less than significant. The Project site is located within the Specific Plan area and has limited potential for cultural resources to exist on-site. In the event that unknown resources are discovered, Project construction would comply with standard conditions required by the City of Fountain Valley regulating the discovery of buried resources that would ensure impacts would be less than significant. Neither the Specific Plan nor the proposed Project has the potential to eliminate important examples of the major periods of California history or prehistory. As such, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts, and no new mitigation is required.

b. Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

The proposed Project would redevelop the Project site to replace the five existing industrial warehouse buildings with an administration building and associated parking. Based on the Project Description and the preceding responses, impacts related to the proposed Project are less than significant or can be reduced to less than significant levels with incorporation of mitigation measures. The proposed Project's contribution to any significant cumulative impacts would be less than cumulatively considerable.

Cumulative impacts for Agricultural and Forestry Resources, Biological Resources, Cultural Resources, or Mineral Resources were not specifically discussed in the Specific Plan EIR because implementation of the Specific Plan would have no impact or a less than significant impact on these resources. However, because there would be no impact or impacts would be less than significant for these resources, the Specific Plan would not result in significant cumulative impacts related to these environmental topics.

The Specific Plan EIR concluded that Cumulative Impacts would be less than significant for Aesthetics, Air Quality, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Waste, Hydrology and Water Quality, Land Use, Operational Noise, Population and Housing, Public Services, Utilities and Service Systems, Energy Conservation, and Tribal Cultural Resources.

The Specific Plan EIR concluded that cumulative construction noise impacts and cumulative construction traffic impacts would be less than significant with implementation of Mitigation Measures MM N-1 and MM T-1, respectively.

Implementation of the Specific Plan EIR would result in significant and unavoidable impacts at MacArthur Boulevard and Harbor Boulevard because the required improvements to mitigate this impact would be infeasible due to the location within another jurisdiction. Cumulatively considerable impacts to the intersection of Euclid Street and Newhope Street/Northbound I-405 Ramps could be addressed through implementation of standard Caltrans' intersection monitoring and periodic signal timing updates and would reduce impacts to this intersection to less than significant levels once implemented. However, because the City has no control over the timing and implementation of such improvements, the Specific Plan EIR concluded that impacts to this intersection would be cumulatively considered temporarily significant and unavoidable. Traffic impacts at all other intersections were concluded to be less than significant or would be reduced to less than significant with mitigation.

As stated above, impacts related to the proposed Project are less than significant or can be reduced to less than significant levels with incorporation of mitigation measures, and the Project contribution to any significant cumulative impacts would be less than cumulatively considerable. As detailed in the preceding sections, the proposed Project would not increase the severity of impacts or result in new impacts beyond those analyzed in the Specific Plan EIR. Therefore, the proposed Project would not result in new significant cumulative impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation is required.

c. Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

The Project site is currently developed and is located in an urban area. The proposed Project would redevelop the Project site to replace the five existing industrial warehouse buildings with an administration building and associated parking. The design of the proposed Project would be consistent with the existing City zoning and General Plan designations for the site and the

development standards of the Specific Plan. Based on the Project Description and the preceding responses, development of the proposed Project would not cause substantial adverse effects on human beings related to air quality, greenhouse gas emissions, hazardous materials, and noise, because all potentially significant impacts of the Revised Project can be mitigated to a less than significant level. Therefore, the proposed Project would not result in new significant impacts beyond those identified in the Specific Plan EIR or a substantial increase in the severity of previously identified significant impacts. No new mitigation is required.

4.20.1.1 Mitigation Measures

No mitigation is required beyond those specified in Sections 4.1 through 4.19.

4.20.2 Findings Related to Mandatory Findings of Significance

No New Significant Effects Requiring Major Revisions to the Specific Plan EIR. Based on the foregoing analysis and information, there is no evidence that the proposed Project requires a major change to the Specific Plan EIR. The Project will not result in new significant environmental impacts related to Mandatory Findings of Significance, and there is no substantial increase in the severity of impacts described in the Specific Plan EIR.

No Substantial Change in Circumstances Requiring Revisions to the Specific Plan EIR. There is no information in the record or otherwise available that indicates that there are substantial changes in circumstances pertaining to Mandatory Findings of Significance that would require major changes to the Specific Plan EIR.

No New Information Showing Greater Significant Effects than the Specific Plan EIR. This Initial Study/Addendum has analyzed all available relevant information to determine whether there is new information that was not available at the time the Specific Plan EIR was adopted, which would indicate that a new significant effect not reported in that document might occur. Based on the information and analyses above, there is no substantial new information indicating that there would be a new significant impact related to Mandatory Findings of Significance requiring major revisions to the Specific Plan EIR.

No New Information Showing Ability to Reduce Significant Effects in the Specific Plan EIR. This Addendum has analyzed all available relevant information and has determined that there is no new information of substantial importance that was unknown and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified indicating that: (1) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the Project proponent declines to adopt the mitigation measures or alternatives; or (2) mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the Project proponent declines to adopt the mitigation measures or alternatives.

As discussed above, the proposed Project would result in a potentially significant impact related to Mandatory Findings of Significance. Mitigation was included in the Specific Plan EIR and adopted at the time the EIR was certified. The mitigation measures that are applicable to the proposed Project are listed in Sections 4.13.3.1 and 4.17.3.1. Potential Project impacts related to Mandatory Findings of Significance would be reduced below a level of significance with implementation of the applicable mitigation measures, none of which the Project proponent is declining to adopt.

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APPENDIX A

CALEEMOD OUTPUT SHEETS

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APPENDIX B

SUMMARY OF MITIGATION MEASURES

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AESTHETICS

The Specific Plan EIR does not include mitigation related to aesthetics. No mitigation would be required for the proposed Project.

AGRICULTURE AND FORESTRY RESOURCES

The Specific Plan EIR does not include mitigation related to agricultural and forestry resources. No mitigation would be required for the proposed Project.

AIR QUALITY

Based on the analysis and information contained in the Initial Study/Addendum, Mitigation Measures MM AQ-5a, MM AQ-5b, and MM AQ-5d through MM AQ-5f included in the Specific Plan EIR would not be applicable to the proposed Project because the proposed Project would not include new sensitive receptors within 500 ft of the I-405 freeway, would not include any distribution center, rail yard, refinery, chrome plater, dry cleaning operation, or gas station uses, and would not impact any existing off-site sensitive receptors to TACs associated with the proposed Project.

Based on the analysis contained in the Initial Study/Addendum, Mitigation Measure MM AQ-5c, included in the Specific Plan EIR, would be applicable to the proposed Project. No additional mitigation measures related to air quality beyond those identified in the Specific Plan EIR are required.

MM AQ-5c **Placement of Air System Intake.** When considering placement and direction of air intakes, the direction of prevailing winds shall be considered and the most logical decision shall be made. Design of the proposed development shall face air systems intakes appropriately, so as to reduce highly concentrated air pollution intake, considering placement on the opposite side of the building from the pollutant source. Development and HVAC system design shall be reviewed and approved by the City Planning and Building Department prior to issuance of a building permit. Monitoring and maintenance of HVAC systems and air intakes shall be conducted by the Applicant on a semiannual basis to ensure efficiency of the systems for development permits involving land uses that include or potentially affect sensitive populations.

BIOLOGICAL RESOURCES

The Specific Plan EIR does not include mitigation related to biological resources. No mitigation would be required for the proposed Project**.**

CULTURAL RESOURCES

The Specific Plan EIR does not include mitigation related to cultural resources. No mitigation would be required for the proposed Project.

ENERGY CONSERVATION

The Specific Plan EIR does not include mitigation related to energy conservation. No mitigation would be required for the proposed Project.

GEOLOGY AND SOILS

The Specific Plan EIR does not include mitigation related to geology and soils. No mitigation would be required for the proposed Project.

GREENHOUSE GAS EMISSIONS

The Specific Plan EIR does not include mitigation related to GHG emissions. No mitigation would be required for the proposed Project.

HAZARDS AND HAZARDOUS MATERIALS

Based on the analysis contained in the Initial Study/Addendum, Mitigation Measure MM HAZ-1 included in the Specific Plan EIR, would be applicable to the proposed Project. No additional mitigation measures related to hazards and hazardous materials beyond those identified in the Specific Plan EIR are required.

MM HAZ-1 **Phase I ESA**. Prior to demolition of a building or structure and/or excavation of subsurface improvements, project applicants of site specific development projects in the Project area shall prepare a Phase I ESA. Consistent with local, state and federal regulations, the Phase I ESA shall be subject to City review and address the following:

- **ACM, LBP, and PCBs**. Prior to the issuance of any demolition or excavation permit, the Applicant shall conduct a comprehensive survey of ACM, LBP, and PCBs. If such hazardous materials are found to be present, the Applicant shall follow all applicable local, state, and federal codes and regulations, as well as applicable best management practices, related to the treatment, handling, and disposal of ACM, LBP, and PCBs to ensure public safety.

- **Potential On-Site Hazardous Materials or Conditions**. A visual survey and reconnaissance-level investigation of the existing site shall be conducted to determine if there are any structures or features within or near the buildings that are used to store, contain, or dispose of hazardous materials or waste. For any development within the Project area that has not been subject to a Phase I ESA or successful remediation efforts in the past, a Phase I ESA shall be performed to determine the likelihood of contaminants in areas beyond what has already been assessed in accordance with USEPA ASTM Practice E 1527-05 as may be amended. If the Phase I ESA finds that contaminated soil or other hazardous materials or waste are suspected to be present within the area, the Applicant shall follow all applicable local, state and federal codes and

regulations, as well as applicable best management practices, related to the treatment, handling, and disposal of each hazardous material or waste.

HYDROLOGY AND WATER QUALITY

The Specific Plan EIR does not include mitigation related to hydrology and water quality. No mitigation would be required for the proposed Project.

LAND USE AND PLANNING

Based on the analysis and information contained in the Initial Study/Addendum, Specific Plan EIR Mitigation Measures MM N-1, MM T-1, MM T-2a through b, and MM T-7a (refer to Noise and Transportation/Traffic, below) would be applicable to the proposed Project.

MINERAL RESOURCES

The Specific Plan EIR does not include mitigation related to mineral resources. No mitigation would be required for the proposed Project.

NOISE

Based on the analysis and information contained in the Initial Study/Addendum, Mitigation Measure MM N-1 included in the Specific Plan EIR would be applicable to the proposed Project.

MM N-1 **Construction Noise Management Plan.** A Construction Noise Management Plan shall be prepared by the Applicant and approved by the City prior to Grading Permit issuance. The Plan would address noise and vibration impacts and outline measures that would be used to reduce impacts. Measures would include but not be limited to:

- To the extent that they exceed the applicable construction noise limits, excavation, foundation-laying, and conditioning activities shall be restricted to between the hours of 7:00 a.m. and 8:00 p.m. Monday through Friday, and 9:00 a.m. and 8:00 p.m. Saturdays, in accordance with Section 6.28.070 of the Fountain Valley Municipal Code.

- The Applicant's construction contracts shall require implementation of the following construction best management practices (BMPs) by all construction contractors and subcontractors working in or around the Project area to reduce construction noise levels:

    - The Applicant and its contractors and subcontractors shall ensure that all construction equipment, fixed or mobile, is properly muffled according to manufacturer's specifications or as required by the City's Building and Safety Division, whichever is the more stringent.

- The Applicant and its contractors and subcontractors shall place noise-generating construction equipment and locate construction staging areas away from sensitive uses, where feasible, to the satisfaction of the Building and Safety Division.
- The Applicant and its contractors and subcontractors shall implement noise attenuation measures which may include, but are not limited to, noise barriers or noise blankets to the satisfaction of the City's Building and Safety Division.

- The Applicant's contracts with its construction contractors and subcontractors shall include the requirement that construction staging areas, construction worker parking, and the operation of earthmoving equipment within the Project area, are located as far away from vibration- and noise-sensitive sites as possible. Contract provisions incorporating the above requirements shall be included as part of the Project's construction documents, which shall be reviewed and approved by the City.
- The Applicant shall require by contract specifications that heavily loaded trucks used during construction shall be routed away from residential streets to the extent possible. Contract specifications shall be included in the proposed Project's construction documents, which shall be reviewed by the City prior to issuance of a grading permit.
- Property owners and occupants located within 500 feet of the boundary of a construction project occurring under the Specific Plan shall be sent a notice, at least 15 days prior to commencement of construction of each phase, regarding the construction schedule of the Project. A sign, legible at a distance of 50 feet, shall be posted at the construction site. All notices and signs shall be reviewed and approved by the City prior to mailing or posting and shall indicate the dates and duration of construction activities, as well as provide a contact name and a telephone number where residents can inquire about the construction process and register complaints.

POPULATION AND HOUSING

The Specific Plan EIR does not include mitigation related to population and housing. No mitigation would be required for the proposed Project.

PUBLIC SERVICES

The Specific Plan EIR does not include mitigation related to public services. No mitigation would be required for the proposed Project.

RECREATION

The Specific Plan EIR does not include mitigation related to recreation. No mitigation would be required for the proposed Project.

TRANSPORTATION/TRAFFIC

Based on the analysis and information contained in the Initial Study/Addendum, Mitigation Measure MM T-1 would be applicable to the proposed Project. No additional mitigation measures related to transportation/traffic beyond those identified in the Specific Plan EIR are required.

MM T-1 **Construction Impact Mitigation Plan.** Future development occurring under the proposed Fountain Valley Crossings Specific Plan shall be required to prepare a Construction Impact Mitigation Plan for review and approval prior to issuance of a grading or building permit to address and manage traffic during construction and shall be designed to:

- Prevent traffic impacts on the surrounding roadway network;
- Minimize parking impacts both to public parking and access to private parking to the greatest extent practicable;
- Ensure safety for both those constructing the project and the surrounding community; and
- Prevent substantial truck traffic through residential neighborhoods.

The Construction Impact Mitigation Plan shall be subject to review and approval by the following City departments: Planning & Building, Public Works, and Police to ensure that the Construction Impact Mitigation Plan has been designed in accordance with this mitigation measure. Additionally, the plan shall be prepared and implemented in coordination with any affected agencies such as OCTA and Caltrans. The review of the plan shall occur prior to issuance of grading or building permits. It shall, at a minimum, include the following:

Ongoing Requirements throughout the Duration of Construction

- A detailed Construction Impact Mitigation Plan for work zones shall be maintained. At a minimum, this shall include parking and travel lane configurations; warning, regulatory, guide, and directional signage; and area sidewalks, bicycle lanes, and parking lanes. The Construction Impact Mitigation Plan shall include specific information regarding the project's construction activities that may disrupt normal pedestrian and traffic flow and the measures to address these disruptions. Such plans shall be reviewed and approved by the Planning & Building and Public Works Departments prior to commencement of construction and implemented in accordance with this approval.

- Work within the public right-of-way, deliveries, haul trips, and construction employee trips shall be performed during off-peak vehicular traffic hours. No construction work would be permitted on Sundays and national holidays that City offices are closed. Construction work includes, but is not limited to dirt and demolition material hauling and construction material delivery. Work within the public right-of-way outside of these hours shall only be allowed after the issuance of an after-hours construction permit. Exceptions may be made for time sensitive construction activities (e.g., pouring concrete).

- "Flagger" construction personnel shall be required at construction site entrances.

- The closure of major arterials shall be limited to non-peak vehicular traffic hours only.

- Streets and equipment shall be cleaned in accordance with established Public Works requirements.

- Trucks shall only travel on a City-approved truck routes. Limited queuing may occur on the construction site itself.

- Materials and equipment shall be minimally visible to the public; the preferred location for materials is to be on-site, with a minimum amount of materials within a work area in the public right-of-way, subject to a current Use of Public Property Permit.

- Any requests for work before or after normal construction hours within the public right-of-way shall be subject to review and approval through the After Hours Permit process administered by the Building and Safety Division.

- Provision of off-street parking for construction workers, which may include the use of a remote location with shuttle transport to the site, if determined necessary by the City.

- The Construction Impact Mitigation Plan shall ensure adequate emergency access is maintained throughout the duration of all construction activities. Consistent with the requirements and regulations of the MUTCD, adequate emergency access shall be ensured through measures such as coordination with local emergency services, training for flagmen for emergency vehicles traveling through the work zone, temporary lane separators that have sloping sides to facilitate crossover by emergency vehicles, and vehicle storage and staging areas for emergency vehicles.

Project Coordination Elements That Shall Be Implemented Prior to Commencement of Construction

- The traveling public shall be advised of impending construction activities which may substantially affect key roadways or other facilities (e.g., information signs, portable message signs, media listing/notification, Hotline number, and implementation of an approved Construction Impact Mitigation Plan) in a manner appropriate to the scale and type of projects.

- A Use of Public Property Permit, Excavation Permit, Sewer Permit, or Oversize Load Permit, as well as any Caltrans permits required for any construction work requiring encroachment into public rights-of-way, detours, or any other work within the public right-of-way shall be obtained.

- Timely notification of construction schedules shall be provided to all affected agencies (e.g., Police Department, Fire Department, Public Works Department, and Community Development Department) and to all owners and residential and commercial tenants of property within a radius of 500 feet.

- Construction work shall be coordinated with affected agencies in advance of start of work. Approvals may take up to two weeks per each submittal.

- Planning & Building and Public Works Departments approval of any haul routes for earth, concrete, or construction materials and equipment hauling shall be obtained.

TRIBAL CULTURAL RESOURCES

Based on the analysis and information contained in the Initial Study/Addendum, Mitigation Measures MM TCR-1a, MM TCR-1b, and MM TCR-1c, included in the Specific Plan EIR, would be applicable to the proposed Project.

MM TRC-1a **Pre-Construction Training:** For individual discretionary development projects, pre-construction training for construction personnel shall be conducted prior to commencement of any grading or other development activities. A qualified archaeologist, meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (2008) and approved by the City, shall conduct tribal cultural resources identification and protocol training prior to site disturbance activities. Construction personnel shall be informed of the types of archaeological or tribal cultural resources that may be encountered, and of the proper protocols for agency notification. Construction personnel shall attend the training and shall retain documentation demonstrating attendance.

MM TRC-1b **Inadvertent Discovery:** In the event of any inadvertent discovery of archaeological or tribal cultural resources during construction, ground-disturbing activities shall be suspended until an evaluation is performed. The Applicant shall retain a qualified registered professional archaeologist (RPA) and a qualified Native American Monitor selected by the City. The City's selection of a Native American Monitor will be based on cultural affiliation with the Project area, which may include consultation with the

NAHC. In the event of discovery, construction personnel shall notify the City, the RPA, and Native American Monitor. The RPA and Native American Monitor shall evaluate the significance of the discovery pursuant to the Treatment Plan procedures outlined in MM TCR-1c, below. Work shall not resume until authorization is received from the City. If human remains are found, in compliance with California Health and Safety Code Section 7050.5, all ground disturbances must cease and the County Coroner must be contacted to determine the nature of the remains. In the event the remains are determined to be Native American in origin by the Coroner, the Coroner is required to contact the NAHC within 24 hours to relinquish jurisdiction.

MM TCR-1c **Archaeological Data Recovery:** If cultural resources are encountered during development activities, the City shall implement a Cultural Resources Treatment Plan to address resource identification, significance evaluation, and any necessary mitigation. The Treatment Plan shall be prepared by a City-approved RPA and a City-approved Native American Monitor, and at a minimum shall include:

- A review of historic maps, photographs, and other pertinent documents to predict the locations of former buildings, structures, and other historical features and sensitive locations within and adjacent to the specific development area;
- A context for evaluating resources that may be encountered during construction;
- A research design outlining important prehistoric and historic-period themes and research questions relevant to the known or anticipated sites in the study area;
- Specific and well-defined criteria for evaluating the significance of discovered remains; and
- Data requirements and the appropriate field and laboratory methods and procedures to be used to treat the effects of the Project on significant resources.

The City, in its discretion and supported by substantial evidence, may also determine that resource is significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. If the RPA determines that the find may qualify for listing in the California Register, the site shall be avoided or the resource preserved in place, or if avoidance or preservation in place is not determined feasible, a data recovery plan shall be developed. The preferred mitigation shall be to avoid the resource or preserve in place. Any required testing or data recovery shall be directed by a qualified RPA and Native American Monitor prior to construction being resumed in

the affected area. The Treatment Plan shall also include submission of a final technical report, funded by the developer and approved by the City.

UTILITIES AND SERVICE SYSTEMS

Based on the analysis and information contained in the Initial Study/Addendum, Mitigation Measure MM UT-3, included in the Specific Plan EIR, would be applicable to the proposed Project.

MM UT-3 **FVCSP Utility Infrastructure Financing Program:** The City shall ensure adequate financing for funding of infrastructure improvements to serve the FVCSP through implementation of the FVCSP Utility Infrastructure Financing Program, including preparation of an AB 1600 fee justification study, for the FVCSP area. The Financing Program shall be developed prior to the approval of the first entitlements for a development within the Project area, following adoption of the Project. All new development within the FVCSP shall be conditioned to be subject to payment of its fair share of any impact fees identified under this program. The City shall determine the costs of and establish a funding program for the following capital improvements to upgrade water and wastewater delivery as needed to serve the demands of new land uses anticipated to occur under the FVCSP.

The Program shall also:

a. Identify the cost of improvements to or replacement of undersized water and wastewater lines within the FVCSP area needed to serve the Project.

b. Clearly apportion existing and projected demand on these facilities and costs between existing users, the City, and proposed future development.

c. Identify potential funding mechanisms for sewer and water line construction, including the equitable sharing of costs between new development, the City and existing users, including development impact fees, grants, assessments, etc.

d. Identify development impact fees for all residential and non-residential development to ensure that development pays its fair share of public infrastructure costs.

e. Include a regular fee update schedule, consistent with the City's Capital Improvement Program.

MANDATORY FINDINGS OF SIGNIFICANCE

No mitigation is required beyond measures specified above.

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PART A
CONTRACT AGREEMENT

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CONTRACT AGREEMENT

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CONTRACT AGREEMENT

ORANGE COUNTY SANITATION DISTRICT

CONTRACT NO. P1-128C

HEADQUARTERS COMPLEX SITE PREPARATION

THIS AGREEMENT is made and entered into, to be effective, this June 24, 2020, by and between Resource Environmental, Inc., hereinafter referred to as "CONTRACTOR" and the Orange County Sanitation District, hereinafter referred to as "OCSD".

WITNESSETH

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

SECTION – 1 GENERAL CONDITIONS

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

A. Contract Documents Order of Precedence

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

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

directed. Full-size details shall take precedence over scale Drawings as to shape and details of construction. Specifications shall govern as to material and workmanship.

b. The Contract Documents calling for the higher quality material or workmanship shall prevail. Materials or Work described in words, which so applied, have a well known technical or trade meaning shall be deemed to refer to such recognized standards. In the event of any discrepancy between any Drawings and the figures thereon, the figures shall be taken as correct.

c. Scale Drawings, full-size details, and Specifications are intended to be fully complementary and to agree. Should any discrepancy between Contract Documents come to the CONTRACTOR's attention, or should an error occur in the efforts of others, which affect the Work, the CONTRACTOR shall notify the ENGINEER, in writing, at once. In the event any doubts or questions arise with respect to the true meaning of the Contract Documents, reference shall be made to the ENGINEER whose written decision shall be final. If the CONTRACTOR proceeds with the Work affected without written instructions from the ENGINEER, the CONTRACTOR shall be fully responsible for any resultant damage or defect.

d. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to OCSD's ENGINEER, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR's own risk and expense. The decision of the ENGINEER shall be final.

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

B. Definitions

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

SECTION – 2 MATERIALS AND LABOR

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

SECTION – 3 PROJECT

The Project is described as:

CONTRACT NO. P1-128C

HEADQUARTERS COMPLEX SITE PREPARATION

SECTION – 4 PLANS AND SPECIFICATONS

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

CONTRACT NO. P1-128C

HEADQUARTERS COMPLEX SITE PREPARATION

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

SECTION – 5 TIME OF COMMENCEMENT AND COMPLETION

CONTRACTOR agrees to commence the Project within 15 calendar days from the date set forth in the "Notice to Proceed" sent by OCSD, unless otherwise specified therein and shall diligently prosecute the Work to completion within three hundred and two (302) calendar days from the date of the "Notice to Proceed" issued by OCSD, excluding delays caused or authorized by OCSD as set forth in Sections 7, 8, and 9 hereof, and applicable provisions in the General Conditions. The time for completion includes five (5) calendar days determined by OCSD likely to be inclement weather when CONTRACTOR will be unable to work.

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

SECTION – 6 TIME IS OF THE ESSENCE

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

Section 5 herein. OCSD shall have the right to assert complete control of the premises on which the Work is to be performed and shall have the right to decide the time or order in which the various portions of the Work shall be installed or the priority of the work of subcontractors, and, in general, all matters representing the timely and orderly conduct of the Work of CONTRACTOR on the premises.

SECTION – 7 EXCUSABLE DELAYS

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

SECTION – 8 EXTRA WORK

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

In the event a Change Order is issued by OCSD pursuant to the Contract Documents, OCSD shall extend the time fixed in Section 5 for completion of the Project by the number of days, if

any, reasonably required for CONTRACTOR to perform the Extra Work, as determined by OCSD's ENGINEER. The decision of the ENGINEER shall be final.

SECTION – 9 CHANGES IN PROJECT

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

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

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

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

SECTION – 10 LIQUIDATED DAMAGES FOR DELAY

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

SECTION – 11 CONTRACT PRICE AND METHOD OF PAYMENT

A. OCSD agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in approved Change Orders, the sum of One Million Five Hundred Fifty-Five Thousand Dollars ($1,555,000) as itemized on the Attached Exhibit "A".

Upon satisfaction of the conditions precedent to payment set forth in the General Requirements, Additional General Requirements and General Conditions (including but not limited to Sections entitled “Mobilization Payment Requirements” and “Payment Itemized Breakdown of Contract Lump Sum Prices”), there shall be paid to the CONTRACTOR an initial Net Progress Payment for mobilization. OCSD shall issue at the commencement of the job a schedule which shows:

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

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

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

B. As used in this Section, the following defined terms shall have the following meanings:

1. **"Net Progress Payment"** means a sum equal to the Progress Payment less the Retention Amount and other qualified deductions (Liquidated Damages, stop payment notices, etc.).

2. **"Progress Payment"** means a sum equal to:

   a. the value of the actual Work completed since the commencement of the Work as determined by OCSD;

   b. plus the value of material suitably stored at the worksite, treatment plant or approved storage yards subject to or under the control of OCSD since the commencement of the Work as determined by OCSD;

   c. less all previous Net Progress Payments;

   d. less all amounts of previously qualified deductions;

   e. less all amounts previously retained as Retention Amounts.

3. **"Retention Amount"** for each Progress Payment means the percentage of each Progress Payment to be retained by OCSD to assure satisfactory completion of the Contract. The amount to be retained from each Progress Payment shall be determined as provided in the General Conditions –"Retained Funds; Substitution of Securities."

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

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

SECTION – 13 COMPLETION

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

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

SECTION – 14 CONTRACTOR’S EMPLOYEES COMPENSATION

A. Davis-Bacon Act:

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

B. General Prevailing Rate:

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 the same are on file in the Office of the ENGINEER of OCSD. The CONTRACTOR

agrees that not less than said prevailing rates shall be paid to workers employed on this public works Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OCSD will have on file copies of the prevailing rate of per diem wages at its principal office and at each job site, which shall be made available to any interested party upon request.

C. Forfeiture for Violation:

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

D. Apprentices:

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

E. Workday:

In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (B) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to 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 calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Registration; Record of Wages; Inspection:

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

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

SECTION – 15 SURETY BONDS

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

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

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

B. A copy of a valid power of attorney is attached to the Bond.

SECTION – 16 INSURANCE

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

CONTRACTOR under Section 17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, inclusive of all changes to the Contract Documents made in accordance with the provisions of the General Conditions, "Request for Change (Changes at CONTRACTOR's Request)" and/or "OWNER Initiated Changes", the following insurance in amounts not less than the amounts specified. OCSD reserves the right to amend the required limits of insurance commensurate with the CONTRACTOR's risk at any time during the course of the Project. No vehicles may enter OCSD premises/worksite without possessing the required insurance coverage. CONTRACTOR's insurance shall also comply with all insurance requirements prescribed by agencies from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Parties"), The Special Provisions may list such requirements and sample forms and requirements from such Third Parties may be included in an attachment to the General Requirements. CONTRACTOR bears the responsibility to discover and comply with all requirements of Third Parties, including meeting specific insurance requirements, that are necessary for the complete performance of the Work. To the extent there is a conflict between the Third Parties' insurance requirements and those set forth by OCSD herein, the requirement(s) providing the more protective coverage for both OSCD and the Third Parties shall control and be purchased and maintained by CONTRACTOR.

A. Limits of Insurance

1. General Liability: Two Million Dollars ($2,000,000) per occurrence and a general aggregate limit of Four Million Dollars ($4,000,000) for bodily injury, personal injury and property damage. Coverage shall include each of the following:

a. Premises-Operations.

b. Products and Completed Operations, with limits of at least Two Million Dollars ($2,000,000) per occurrence and a general aggregate limit of Four Million Dollars ($4,000,000) which shall be in effect at all times during the warranty period set forth in the Warranty section herein, and as set forth in the General Conditions, “Warranty (CONTRACTOR’s Guarantee)”, plus any additional extension or continuation of time to said warranty period that may be required or authorized by said provisions.

c. Broad Form Property Damage, expressly including damage arising out of explosion, collapse, or underground damage.

d. Contractual Liability, expressly including the indemnity provisions assumed under this Contract.

e. Separation of Insured Clause, providing that coverage applies separately to each insured, except with respect to the limits of liability.

f. Independent CONTRACTOR’s Liability.

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

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

h. If divers will be used, the General Liability insurance will be endorsed to cover marine liability or its equivalent to cover the usage of divers.

2. Automobile Liability: The CONTRACTOR shall maintain a policy of Automobile Liability Insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limits of liability coverage:

   Either (1) a combined single limit of One Million Dollars ($1,000,000) and a general aggregate limit of Two Million Dollars ($2,000,000) for bodily injury, personal injury and property damage;

   Or alternatively, (2) One Million Dollars ($1,000,000) per person for bodily injury and One Million Dollars ($1,000,000) per accident for property damage.

3. Umbrella Excess Liability: The minimum limits of general liability and automobile liability insurance required, as set forth above, shall be provided for either in a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.

4. Drone Liability Insurance: If a drone will be used, drone liability insurance must be maintained by CONTRACTOR in the amount of One Million Dollars ($1,000,000) in a form acceptable by OCSD.

   Worker's Compensation/Employer's Liability: CONTRACTOR shall provide such Worker's Compensation Insurance as required by the Labor Code of the State of California, including employer's liability with a minimum limit of One Million Dollars ($1,000,000) per accident for bodily injury or disease. If an exposure to Jones Act

liability may exist, the insurance required herein shall include coverage with regard to Jones Act claims.

Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OCSD, its or their officers, agents, or employees, and any other contractor or subcontractor performing Work or rendering services on behalf of OCSD in connection with the planning, development and construction of the Project. In all its insurance coverages related to the Work, CONTRACTOR shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OCSD, its or their officers, agents, or employees, or any other contractor or subcontractor performing Work or rendering services at the Project. Where permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its Subcontractors of every tier. A waiver of subrogation shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

5. Pollution Liability Insurance: CONTRACTOR shall purchase and maintain insurance for pollution liability covering bodily injury, property damage (including loss of use of damaged property or property that has not been physically injured or destroyed), cleanup costs, and defense costs (including costs and expenses for investigation, defense, or settlement of claims). Coverage shall carry limits of at least Two Million Dollars ($2,000,000) and shall apply to sudden and non-sudden pollution conditions

(including sewage spills), both at the site or needed due to migration of pollutants from the site, resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants or pollutants.

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

6. Limits are Minimums: If CONTRACTOR maintains higher limits than the minimums shown in this Section, OCSD requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

1. Each such policy of General Liability Insurance and Automobile Liability Insurance shall be endorsed to contain, the following provisions:

a. OCSD, its Directors, officers, agents, CONSULTANTS, and employees, and all public agencies from whom permits will be obtained, and their Directors, officers, agents, and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of CONTRACTOR at or from any of the sites of OCSD in connection with this Contract, or acts and omissions of the additional insured in connection with its general supervision or inspection of said operations related to this Contract.

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

2. 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 by certified mail, return receipt requested, and that coverage shall not be cancelled for non-payment of premium except after ten (10) days prior written notice by certified mail, return receipt requested. Should there be changes in coverage or an increase in deductible or SIR amounts, CONTRACTOR undertakes to procure a manuscript endorsement from its insurer giving 30 days prior notice of such an event to OCSD, or to have its insurance broker/agent send to OCSD a certified letter describing the changes in coverage and any increase in deductible or SIR amounts. The certified letter must be sent Attention: Risk Management and shall be received not less than twenty (20) days prior to the effective date of the change(s). The letter must be signed by a Director or Officer of the broker/agent and must be on company letterhead, and may be sent via e-mail in pdf format.

3. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782(b).

4. If required by a public agency from whom permit(s) will be obtained, each policy of General Liability Insurance and Automobile Liability Insurance shall be endorsed to specify by name the public agency and its legislative members, officers, agents, CONSULTANTS, and employees, to be additional insureds.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

CONTRACTOR shall be responsible to establish insurance requirements for any Subcontractors hired by CONTRACTOR. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subcontractor's operations and work. OCSD and any public agency issuing permits for the Project must be named as "Additional Insured" on any General Liability or Automobile Liability policy obtained by a Subcontractor. The CONTRACTOR must obtain copies and maintain current versions of all Subcontractors' policies, Certificate of Liability and mandatory endorsements effecting coverage. Upon request, CONTRACTOR must furnish OCSD with the above referenced required documents.

G. Required Forms and Endorsements

1. Required ACORD Form

a.	Certificate of Liability	Form 25

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

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

a.	Commercial General Liability	Form CG-0001 10 01
b.	Additional Insured Including Products-Completed Operations	Form CG-2010 10 01 **and** Form CG-2037 10 01
c.	Waiver of Transfer of Rights of Recovery Against Others to Us/ Waiver of Subrogation	Form CG-2404 11 85; **or** Form CG-2404 10 93

3. Required State Compensation Insurance Fund Endorsements

a.	Waiver of Subrogation	Endorsement No. 2570
b.	Cancellation Notice	Endorsement No. 2065

4. Additional Required Endorsements

a. Notice of Policy Termination Manuscript Endorsement

5. Pollution Liability Endorsements

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

OCSD, its directors, officers, agents, CONSULTANTS and employees and all public agencies from whom permits will be obtained as well as their directors, officers, agents, and employees shall be included as insureds under the policy. Any additional insured endorsement shall contain language at least as broad as the coverage language contained in ISO form CG 20 10 11 85 or alternatively in both CG 20 10 10 01 and CG 20 37 10 01 together.

SECTION – 17 RISK AND INDEMNIFICATION

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

SECTION – 18 TERMINATION

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

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

SECTION – 19 WARRANTY

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

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

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

SECTION – 20 ASSIGNMENT

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

SECTION – 21 RESOLUTION OF DISPUTES

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

SECTION – 22 SAFETY & HEALTH

CONTRACTOR shall comply with all applicable safety and health requirements mandated by federal, state, city and/or public agency codes, permits, ordinances, regulations, and laws, as well as these Contract Documents, including but not limited to the General Requirements, Section entitled “Safety” and Exhibit B OCSD Safety Standards.

SECTION – 23 NOTICES

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

TO OCSD:	Orange County Sanitation District 10844 Ellis Avenue Fountain Valley, California 92708-7018 Attn: Clerk of the Board
Copy to:	Orange County Sanitation District 10844 Ellis Avenue Fountain Valley, California 92708-7018 Attn: Construction Manager Bradley R. Hogin, Esquire Woodruff, Spradlin & Smart 555 Anton Boulevard Suite 1200 Costa Mesa, California 92626
TO CONTRACTOR:	Resource Environmental, Inc. 6634 Schilling Avenue Long Beach, CA 90805
Copy to:	Cynthia Skiff, Vice-President Resource Environmental, Inc. 6634 Schilling Avenue Long Beach, CA 90805

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

CONTRACTOR: Resource Environmental, Inc.
6634 Schilling Avenue
Long Beach, CA 90805

By_____

_____
Printed Name

Its_____

CONTRACTOR's State License No. 864417 (Expiration Date – 9/30/2021)

OCSD: Orange County Sanitation District

By_____
David John Shawver
Board Chairman

By_____
Kelly A. Lore
Clerk of the Board

By_____
Ruth Zintzun
Purchasing & Contracts Manager

EXHIBIT A
SCHEDULE OF PRICES

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SCHEDULE OF PRICES

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EXHIBIT A
SCHEDULE OF PRICES

EXA-1 BASIS OF COMPENSATION

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

EXA-2 PROGRESS PAYMENTS

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

1. Contract Agreement – Section 11 – “Contract Price and Method of Payment;”

2. General Conditions – “Payment – General”;

3. General Conditions – “Payment – Applications for Payment”;

4. General Conditions – “Payment – Mobilization Payment Requirements;”

5. General Conditions – “Payment – Itemized Breakdown of Contract Lump Sum Prices”;

6. General Conditions – "Contract Price Adjustments and Payments”;

7. General Conditions – “Suspension of Payments”;

8. General Conditions – “OCSD’s Right to Withhold Certain Amounts and Make Application Thereof”; and

9. General Conditions – “Final Payment.”

EXA-3 RETENTION AND ESCROW ACCOUNTS

A. Retention:

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

B. Substitution of Securities:

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

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

C. Release of Retention:

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

D. Additional Deductibles:

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

1. Liquidated Damages that have occurred as of the date of the application for progress payment;

2. Deductions from previous progress payments already paid, due to OCSD’s discovery of deficiencies in the Work or non-compliance with the Specifications or any other requirement of the Contract;

3. Sums expended by OCSD in performing any of the CONTRACTOR’S obligations under the Contract that the CONTRACTOR has failed to perform, and;

4. Other sums that OCSD is entitled to recover from the CONTRACTOR under the terms of the Contract, including without limitation insurance deductibles and assessments.

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

EXA-4 STOP PAYMENT NOTICE

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

EXA-5 PAYMENT TO SUBCONTRACTORS

Requirements

1. The CONTRACTOR shall pay all Subcontractors for and on account of Work performed by such Subcontractors, not later than seven (7) days after receipt of each progress payment as required by the California Business and Professions Code §7108.5. Such payments to Subcontractors shall be based on the measurements and estimates made pursuant to article progress payments provided herein.

2. Except as specifically provided by law, the CONTRACTOR shall pay all Subcontractors any and all retention due and owing for and on account of Work performed by such Subcontractors not later than seven (7) days after CONTRACTOR'S receipt of said retention proceeds from OCSD as required by the California Public Contract Code §7107.

EXA-6 PAYMENT OF TAXES

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

EXA-7 FINAL PAYMENT

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

1. Prior to Final Acceptance, the CONTRACTOR shall prepare and submit an application for Final Payment to OCSD, including:

    a. The proposed total amount due the CONTRACTOR, segregated by items on the payment schedule, amendments, Change Orders, and other bases for payment;

    b. Deductions for prior progress payments;

    c. Amounts retained;

    d. A conditional waiver and release on final payment for each Subcontractor (per Civil Code Section 8136);

    e. A conditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8136);

    f. List of Claims the CONTRACTOR intends to file at that time or a statement that no Claims will be filed,

    g. List of pending unsettled claims, stating claimed amounts, and copies of any and all complaints and/or demands for arbitration received by the CONTRACTOR; and

    h. For each and every claim that resulted in litigation or arbitration which the CONTRACTOR has settled, a conformed copy of the Request for Dismissal with prejudice or other satisfactory evidence the arbitration is resolved.

2. The application for Final Payment shall include complete and legally effective releases or waivers of liens and stop payment notices satisfactory to OCSD, arising out of or filed in connection with the Work. Prior progress payments shall be subject to correction in OCSD’s review of the application for Final Payment. Claims filed with the application for Final Payment must be otherwise timely under the Contract and applicable law.

3. Within a reasonable time, OCSD will review the CONTRACTOR’S application for Final Payment. Any recommended changes or corrections will then be forwarded to the CONTRACTOR. Within ten (10) calendar days

after receipt of recommended changes from OCSD, the CONTRACTOR will make the changes, or list Claims that will be filed as a result of the changes, and shall submit the revised application for Final Payment. Upon acceptance by OCSD, the revised application for Final Payment will become the approved application for Final Payment.

4. If no Claims have been filed with the initial or any revised application for Final Payment, and no Claims remain unsettled within thirty-five (35) calendar days after Final Acceptance of the Work by OCSD, and agreements are reached on all issues regarding the application for Final Payment, OCSD, in exchange for an executed release, satisfactory in form and substance to OCSD, will pay the entire sum found due on the approved application for Final Payment, including the amount, if any, allowed on settled Claims.

5. The release from the CONTRACTOR shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of OCSD are specifically reserved, and shall release and waive all unreserved Claims against OCSD and its officers, directors, employees and authorized representatives. The release shall be accompanied by a certification by the CONTRACTOR that:

    a. It has resolved all Subcontractors, Suppliers and other Claims that are related to the settled Claims included in the Final Payment;

    b. It has no reason to believe that any party has a valid claim against the CONTRACTOR or OCSD which has not been communicated in writing by the CONTRACTOR to OCSD as of the date of the certificate;

    c. All warranties are in full force and effect, and;

    d. The releases and the warranties shall survive Final Payment.

6. If any claims remain open, OCSD may make Final Payment subject to resolution of those claims. OCSD may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the sum of the amounts of the open claims, and one hundred twenty-five percent (125%) of the amounts of open stop payment notices referred to in article entitled stop payment notices herein.

7. The CONTRACTOR shall provide an unconditional waiver and release on final payment from each Subcontractor and Supplier providing Work under the Contract (per Civil Code Section 8138) and an unconditional waiver and release on final payment on behalf of the CONTRACTOR (per Civil Code Section 8138) within thirty (30) days of receipt of Final Payment.

EXA-8 DISCOVERY OF DEFICIENCIES BEFORE AND AFTER FINAL PAYMENT

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

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

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

ATTACHMENT 1 – CERTIFICATION FOR REQUEST FOR PAYMENT

I hereby certify under penalty of perjury as follows:

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

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

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

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

1. The amounts requested are only for performance in accordance with the Specifications, terms, and conditions of the Contract;

2. Payments to Subcontractors and Suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification;

3. This request for progress payments does not include any amounts which the prime CONTRACTOR intends to withhold or retain from a Subcontractor or Supplier in accordance with the terms and conditions of the subcontract; and

4. This certification is not to be construed as Final Acceptance of a Subcontractor's performance.

_____
Name

_____
Title

_____
Date

ATTACHMENT 2 – SCHEDULE OF PRICES

See next pages for Bid Submittal Forms (Resource Environmental, Inc.)

BF-14 SCHEDULE OF PRICES, Page 1 - 2

Bid Submitted By: Resource Environmental, Inc.
(Name of Firm)

BF-14 SCHEDULE OF PRICES

INSTRUCTIONS

A. General

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

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

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

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

B. Basis of Award

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

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

Bid Submitted By: Resource Environmental, Inc.
(Name of Firm)

EXHIBIT A
SCHEDULE OF PRICES

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

Item No.	Description	Unit of Measurement	Extended Price
1.	**Mobilization** as described in Division 01, Section 01 15 50 and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	$100,000.00
2.	**Demolition Activities and All Other Contract Work**: Furnish all labor, materials, and equipment necessary for the completion of the Demolition Activities and all other Contract Work, except for the Work specified in Bid Items 1, 3, and 4, as described in Division 01, Section 01 15 50 and in conformance with the Contract Documents for the lump sum price of...	Lump Sum	$ 1,415,000.00
3.	**Demobilization** as described in Division 01, Section 01 15 50 and in conformance with the Contract Documents for a lump sum price of...	Lump Sum	$25,000.00
4.	**SWPPP Maintenance (ALLOWANCE)** as described in Division 01, Section 01 15 50 and in conformance with the Contract Documents for an allowance of ...	Allowance	$15,000.00

TOTAL AMOUNT OF BID (BASIS OF AWARD) $ 1,555,000.00

Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1033 **Agenda Date:** 6/3/2020 **Agenda Item No:** 6.

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

SUBJECT:

HEADQUARTERS COMPLEX SITE PREPARATION, PROJECT NO. P1-128C

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

A. Approve a Professional Construction Services Agreement with HDR, Inc. to provide construction support services for Headquarters Complex Site Preparation, Project No. P1-128C, for a total amount not to exceed $178,000; and

B. Approve a contingency of $17,800 (10%).

BACKGROUND

The Orange County Sanitation District (Sanitation District) is replacing the existing Administration Building and other buildings at Plant No. 1 with a new Headquarters Building north of Ellis Avenue across from Plant No. 1.

RELEVANT STANDARDS

- Ensure the public's money is wisely spent
- Comply with California Government Code Section 4526 to engage the best qualified firm "on the basis of demonstrated competence and qualifications" and negotiate fair and reasonable fees"

PROBLEM

Existing buildings on the site north of Ellis Avenue need to be demolished for construction of the Headquarters Complex. The main construction project will take longer to complete if these buildings are not demolished in advance.

This project requires the design consultant to provide as-needed services during construction including submittal review, responding to Contractor's requests for information, reviewing construction change orders, participating in meetings, site visits, and preparing record drawings.

PROPOSED SOLUTION

Award a Professional Construction Services Agreement for Headquarters Complex Site Preparation, Project No. P1-128C, with the design consultant HDR, Inc.

TIMING CONCERNS

Engineering support services will be required at the start of construction. Construction is anticipated to start in July 2020.

RAMIFICATIONS OF NOT TAKING ACTION

The engineering support services needed to facilitate and review construction activities would not be available by the Engineer of Record, which may negatively impact the contract execution.

PRIOR COMMITTEE/BOARD ACTIONS

June 2016 - Approved a Professional Design Services Agreement with HDR, Inc. to provide engineering design services for the architectural and engineering design services for the Headquarters Complex, Site and Security, and Entrance Realignment Program, Project No. P1-128, for an amount not to exceed $11,785,709, and approved a contingency of $1,178,571 (10%).

ADDITIONAL INFORMATION

HDR, Inc. has successfully furnished engineering services for the design of this project and their support services during construction will provide continuity through the completion of the project. Staff negotiated with HDR, Inc. for these support services in accordance with the Sanitation District's adopted policies and procedures. A review of the proposed price was conducted using estimated quantities of requests for information, submittals, meetings, site visits, change order review, and design revisions, as well as the level of effort for preparing record drawings. Based on this review, staff determined the negotiated fee to be fair and reasonable for these services.

CEQA

On January 23, 2018, the City of Fountain Valley certified the Program Environmental Impact Report for the Fountain Valley Crossings Specific Plan (State Clearinghouse No. 2015101042) that evaluated the total buildout of the Specific Plan area with a goal of revitalizing the existing light industrial use.

Following that, the Sanitation District prepared an Initial Study/Addendum for the Administrative Headquarters Building, Project No. P1-128, dated December 2019, to the City's Program Environmental Impact Report. The addendum concluded that no further environmental review was required. (Public Resources Code Section 21166; CEQA Guidelines Sections 15162 and 15164.)

A Notice of Determination will be filed with the Orange County Clerk-Recorder after the Sanitation District Board approval of the construction contract for the Headquarters Complex Site Preparation, Project No. P1-128C.

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted (FY 2019-20 Budget Update, Appendix A, Page A-8, Headquarters Complex, Project No. P1-128) and the budget is sufficient for this action.

ATTACHMENT

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

- Professional Construction Services Agreement

TG:dm:gc

PROFESSIONAL CONSTRUCTION SERVICES AGREEMENT

This PROFESSIONAL CONSTRUCTION SERVICES AGREEMENT (Agreement), is made and entered into to be effective the 24th day of June, 2020 by and between the ORANGE COUNTY SANITATION DISTRICT, hereinafter referred to as "SANITATION DISTRICT", and HDR Engineering, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the SANITATION DISTRICT desires to engage a CONSULTANT to provide Construction Support Services for **Contract No. P1-128C, Headquarters Complex Site Preparation**; and

WHEREAS, CONSULTANT is qualified to provide the necessary services for Construction Support Services in connection with these requirements; and

WHEREAS, the SANITATION DISTRICT has adopted procedures in accordance with the SANITATION DISTRICT's Purchasing Ordinance Section 4.03(B) for the continuation of services and has proceeded in accordance with said procedures to perform this work; and

WHEREAS, at its regular meeting on June 24, 2020 the Board of Directors, by Minute Order, accepted the recommendation of the Operations Committee 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.

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 CADD drawings, figures, and other work shall be produced by CONSULTANTS and Subconsultants using the SANITATION DISTRICT standard software. Conversion of CADD work from any other non-standard CADD format to the SANITATION DISTRICT format shall not be acceptable in lieu of this requirement.

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

E. 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 One Hundred Seventy-eight Thousand Dollars ($178,000). Total compensation to CONSULTANT including burdened labor (salaries plus benefits), overhead, profit, direct costs, and Subconsultant(s) fees and costs shall not exceed the sum set forth in Attachment “E” - Fee Proposal.

B. Labor

As a portion of the total compensation to be paid to CONSULTANT, the SANITATION DISTRICT shall pay to CONSULTANT a sum equal to the burdened salaries (salaries plus benefits) actually paid by CONSULTANT charged on an hourly-rate basis to this project and paid to the personnel of

CONSULTANT. Upon request of the SANITATION DISTRICT, CONSULTANT shall provide the SANITATION DISTRICT with certified payroll records of all employees' work that is charged to this project.

C. Overhead

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

D. Profit

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

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

E. Subconsultants

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

For any Subconsultant whose fees for services are less than $100,000, CONSULTANT may pay to Subconsultant total compensation on an hourly-rate basis and as specified in the Scope of Work. The SANITATION DISTRICT shall pay to CONSULTANT the actual costs of Subconsultant fees and charges in an amount not to exceed the sum set forth in Attachment "E" - Fee Proposal.

F. Direct Costs

The SANITATION DISTRICT shall pay to CONSULTANT and Subconsultants the actual costs of permits and associated fees, travel, and licenses for an amount not to exceed the sum set forth in Attachment "E" - Fee Proposal. The SANITATION DISTRICT shall also pay to CONSULTANT actual costs for equipment rentals, leases or purchases with prior approval of the SANITATION DISTRICT. Upon request, CONSULTANT shall provide to the SANITATION

DISTRICT receipts and other documentary records to support CONSULTANT's request for reimbursement of these amounts, see Attachment "D" – Allowable Direct Costs. All incidental expenses shall be included in overhead pursuant to Section 2 - COMPENSATION above.

G. Other Direct Costs

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

H. Reimbursable Direct Costs

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

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

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

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

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

Lodging – Overnight stays will not be approved by the SANITATION DISTRICT for local travel. However, under certain circumstances overnight stay may be allowed at the discretion of the SANITATION DISTRICT based on reasonableness of

meeting schedules and the amount of time required for travel by the CONSULTANT. Such determination will be made on a case-by-case basis and at the discretion of the SANITATION DISTRICT.

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

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

I. Limitation of Costs

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

3. REALLOCATION OF TOTAL COMPENSATION

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

4. PAYMENT

A. Monthly Invoice: CONSULTANT shall include in its monthly invoice, a detailed breakdown of costs associated with the performance of any corrections or revisions of the work for that invoicing period. CONSULTANT shall allocate costs in the same manner as it would for payment requests as described in this Section of the Agreement. CONSULTANT shall warrant and certify the accuracy of these costs and understand that submitted costs are subject to Section 11 - AUDIT PROVISIONS.

B. CONSULTANT may submit monthly or periodic statements requesting payment for those items included in Section 2 - COMPENSATION hereof in the format as required by the SANITATION DISTRICT. Such requests shall be based upon the amount and value of the work and services performed by CONSULTANT under this Agreement and shall be prepared by CONSULTANT and accompanied by such supporting data, including a detailed breakdown of all costs incurred and project element work performed during the period covered by the statement, as may be required by the SANITATION DISTRICT.

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

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

i. The amount considered by the SANITATION DISTRICT's Director of Engineering to be adequate for the protection of the SANITATION DISTRICT; or

ii. The percentage of the work accomplished for each project element.

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

C. CONSULTANT may submit periodic payment requests for each 30-day period of this Agreement for the profit as set forth in Section 2 - COMPENSATION above. Said profit payment request shall be proportionate to the work actually accomplished to date on a per-project-element basis. In the event the SANITATION DISTRICT's Director of Engineering determines that no satisfactory progress has been made since the prior payment, or in the event of a delay in the work progress for any reason, the SANITATION DISTRICT shall have the right to withhold any scheduled proportionate profit payment.

D. Upon satisfactory completion by CONSULTANT of the work called for under the terms of this Agreement, and upon acceptance of such work by the SANITATION DISTRICT, CONSULTANT will be paid the unpaid balance of any money due for such work, including any retained percentages relating to this portion of the work.

E. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement for such work, or prior settlement upon termination of this Agreement, and as a condition precedent thereto, CONSULTANT shall execute and deliver to the SANITATION DISTRICT a release of all claims against the SANITATION DISTRICT arising under or by virtue of this Agreement other than such claims, if any, as may be specifically exempted by CONSULTANT from the operation of the release in stated amounts to be set forth therein.

F. Pursuant to the California False Claims Act (Government Code Sections 12650-12655), any CONSULTANT that knowingly submits a false claim to the SANITATION DISTRICT for compensation under the terms of this Agreement may be held liable for treble damages and up to a ten thousand dollars ($10,000) civil penalty for each false claim submitted. This Section shall also be binding on all Subconsultants.

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

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

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

B. The CONSULTANT and Subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776 and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a) (3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.

C. Pursuant to Labor Code Section 1776, the CONSULTANT and Subconsultants shall furnish a copy of all certified payroll records to SANITATION DISTRICT and/or general public upon request, provided the public request is made through SANITATION DISTRICT, the Division of Apprenticeship Standards or the Division of Labor Enforcement of the Department of Industrial Relations.

D. The CONSULTANT and Subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

6. DOCUMENT OWNERSHIP – SUBSEQUENT CHANGES TO PLANS AND SPECIFICATIONS

A. Ownership of Documents for the Professional Services performed.

All documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Work or Professional Services, shall be the property of the SANITATION DISTRICT. The SANITATION DISTRICT's ownership of these documents includes use of, reproduction or reuse of and all

incidental rights, whether or not the work for which they were prepared has been performed. The SANITATION DISTRICT ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed prior to that payment. This Section shall apply whether the CONSULTANT's Professional Services are terminated: a) by the completion of the Agreement, or b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the CONSULTANT shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.

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

7. INSURANCE

A. General

i. Insurance shall be issued and underwritten by insurance companies acceptable to the SANITATION DISTRICT.

ii. Insurers must have an "A-" Policyholder's Rating, or better, and Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best's Guide Rating. However, the SANITATION DISTRICT will accept State Compensation Insurance Fund, for the required policy of Worker's Compensation Insurance subject to the SANITATION DISTRICT's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, the SANITATION DISTRICT will require CONSULTANT to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONSULTANT, by the SANITATION DISTRICT or its agent.

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

B. General Liability

The CONSULTANT shall maintain during the life of this Agreement, including the period of warranty, Commercial General Liability Insurance written on an occurrence basis providing the following minimum limits of liability coverage: Two Million Dollars ($2,000,000) per occurrence with Four Million Dollars ($4,000,000) 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, Five Hundred Thousand Dollars ($500,000) per person for bodily injury and Five Hundred Thousand Dollars ($500,000) per accident for property damage. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Drone Liability Insurance

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

F. Worker's Compensation Insurance

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

G. Errors and Omissions/Professional Liability

CONSULTANT shall maintain in full force and effect, throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than 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 (General Liability)	(ISO Form) CG2010 11 85 or The combination of (ISO Forms) CG 2010 10 01 <u>and</u> CG 2037 10 01 All other Additional Insured endorsements must be submitted for approval by the SANITATION DISTRICT, and the SANITATION DISTRICT may reject alternatives that provide different or less coverage to the SANITATION DISTRICT.

• Additional Insured (Auto Liability)	Submit endorsement provided by carrier for the SANITATION DISTRICT approval.
• Waiver of Subrogation	State Compensation Insurance Fund Endorsement No. 2570 or equivalent.
• Cancellation Notice	State Compensation Insurance Fund Endorsement No. 2065 or equivalent.

I. Cancellation Notice

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

J. Primary Insurance

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

K. Separation of Insured

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

L. Non-Limiting (if applicable)

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

M. Deductibles and Self-Insured Retentions

Any deductible and/or self-insured retention must be declared to the SANITATION DISTRICT on the Certificate of Insurance. All deductibles and/or self-insured retentions require approval by the SANITATION DISTRICT. At the option of the

SANITATION DISTRICT, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the SANITATION DISTRICT; or the CONSULTANT shall provide a financial guarantee satisfactory to the SANITATION DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

N. Defense Costs

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

O. Subconsultants

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

P. Limits Are Minimums

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

8. SCOPE CHANGES

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

9. PROJECT TEAM AND SUBCONSULTANTS

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

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

10. ENGINEERING REGISTRATION

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

11. AUDIT PROVISIONS

A. SANITATION DISTRICT retains the reasonable right to access, review, examine, and audit, any and all books, records, documents and any other evidence of procedures and practices that the SANITATION DISTRICT determines are necessary to discover and verify that the CONSULTANT is in compliance with all requirements under this Agreement. The CONSULTANT shall include the SANITATION DISTRICT's right as described above, in any and all of their subcontracts, and shall ensure that these rights are binding upon all Subconsultants.

B. SANITATION DISTRICT retains the right to examine CONSULTANT's books, records, documents and any other evidence of procedures and practices that the SANITATION DISTRICT determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred or to ensure CONSULTANT's compliance with all requirements under this Agreement during the term of this Agreement and for a period of three (3) years after its termination.

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

12. LEGAL RELATIONSHIP BETWEEN PARTIES

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

13. NOTICES

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

Notices shall be mailed to the SANITATION DISTRICT at:

ORANGE COUNTY SANITATION DISTRICT
10844 Ellis Avenue
Fountain Valley, CA 92708-7018
Attention: Digna Olmos, Principal Contracts Administrator
Copy: Tom Grant, Project Manager

Notices shall be mailed to CONSULTANT at:

HDR Engineering, Inc.
3230 El Camino Real, Suite 200
Irvine, CA 92602
Attention: Aaron Meilleur, Principal in Charge
Copy: Janelle Moyer, Project Manager

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, consultants, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses including without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or consultants fees and costs and the SANITATION DISTRICT's general and administrative expenses (individually, a "Claim", or 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, consultants, 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 from:

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

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

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

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

CONSULTANT's liability for indemnification hereunder is in addition to any liability CONSULTANT may have to the SANITATION DISTRICT for a breach by CONSULTANT of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONSULTANT's indemnification obligation or other liability hereunder.

The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

23. DUTY TO DEFEND

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

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

24. CONSULTANT PERFORMANCE

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

25. COMPLIANCE WITH SANITATION DISTRICT POLICIES AND PROCEDURES

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

26. CLOSEOUT

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

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

i. Give the CONSULTANT a final Agreement Acceptance: or

ii. Advise the CONSULTANT in writing of any outstanding item or items which must be furnished, completed, or corrected at the CONSULTANT's cost.

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

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

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

27. ENTIRE AGREEMENT

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

[Signatures Follow on Next Page]

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: HDR ENGINEERING, INC.

By _____
Date

_____
Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By _____
David John Shawver Date
Board Chairman

By _____
Kelly A. Lore Date
Clerk of the Board

By _____
Ruth Zintzun Date
Purchasing & Contracts Manager

Attachments: Attachment "A" – Scope of Work
Attachment "D" – Allowable Direct Costs
Attachment "E" – Fee Proposal Form
Attachment "I" – Cost Matrix & Summary
Attachment "L" – OCSD Safety Standards

DO:ms

ATTACHMENT “A”

SCOPE OF WORK

HEADQUARTERS COMPLEX SITE PREPARATION

CONTRACT NO. P1-128C

PROFESSIONAL CONSTRUCTION SERVICES AGREEMENT
REQUEST FOR PROPOSAL

ATTACHMENT A – SCOPE OF WORK

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I. SUMMARY

Provide construction engineering support services for the construction and installation, commissioning, and closeout phases of this project.

II. PROJECT SCHEDULE

The schedule for the services specified in this Scope of Work shall be provided per the construction contract schedule, and the following schedule constraints:

Task(s)	Period of Performance
Submittals	As described under Task 4.3 titled "Submittal Reviews"
Requests for Information	As described under Task 4.4 titled "Requests for Information (RFIs)"
Record Drawings	Draft Record Drawings shall be submitted to OCSD within 60 days of receipt from OCSD of the approved Contractor's As-Built Drawings. The final Record Drawings shall be submitted within 21 days of receipt of OCSD comments on the Draft Record Drawings.

III. PROJECT IMPLEMENTATION

All Orange County Sanitation District (OCSD) projects are divided into six phases. CONSULTANT shall provide engineering support services for Phase 4 Construction and Installation Services, Phase 5 Commissioning, and Phase 6 Closeout.

Phase 1 – Project Development – *Completed*
Phase 2 – Preliminary Design – *Completed*
Phase 3 – Final Design – *Completed*
Phase 4 – Construction and Installation Services
Phase 5 – Commissioning Services – Not Used
Phase 6 – Closeout

PHASE 4 – CONSTRUCTION AND INSTALLATION SERVICES

OCSD will administer and provide field inspection for construction contract. Construction and support services shall be provided by the CONSULTANT as requested by OCSD.

CONSULTANT shall provide the key management personnel as described in their proposal on this project. CONSULTANT shall not reassign the key project personnel without prior approval of OCSD. OCSD may request reassignment of any of the CONSULTANT's or their subconsultant's personnel, based on that individual's performance.

For all services, CONSULTANT shall refer to Engineering Design Guidelines, Chapter 01 for detailed requirements.

Quality Assurance/Quality Control (QA/QC): CONSULTANT shall administer a program of QA/QC procedures for producing quality work and shall effectively manage and control the work. Specific procedures shall include but not be limited to planning, coordination, tracking, checking, reviewing, and scheduling the work. CONSULTANT shall subject all work products prepared by the CONSULTANT to the CONSULTANT's in-house QA/QC procedures prior to

submittal to Orange County Sanitation District (OCSD). QA/QC hours and costs shall be incorporated into other tasks within this Scope of Work.

Task 4.1 – Project Management

CONSULTANT shall be responsible for detailed management of the project, including managing its subconsultants, and shall keep OCSD apprised of the status of the project.

CONSULTANT shall not reassign the key personnel without prior acceptance by OCSD. OCSD may request reassignment of any of the CONSULTANT's personnel, based on that individual's poor performance.

CONSULTANT shall conduct monthly project management meetings with OCSD's Project Manager. These meetings shall be attended by OCSD's Project Manager and CONSULTANT's Project Manager at a mutually agreeable time. The purpose of the meetings shall be to review the CONSULTANT Project Manager's progress report and the status of the project scope, budget, and any issues which may affect completion of the project. Meetings should be arranged so that the progress report can be submitted shortly prior to or at each meeting.

CONSULTANT shall prepare and submit monthly invoices to OCSD no later than the second Wednesday of the following month. The invoices shall document the hours and billing rate for each person that works on the project for each task in the WBS. Overhead, profit, and any direct costs shall also be shown for each task. As part of the summary section of the invoice, CONSULTANT shall also include the following information:

- Budget
- Current billing period invoicing
- Previous billing period "total invoiced to date"
- Budget amount remaining
- Current billing period "total percent invoice to date"
- Current billing period "total percent completed to date"

The monthly progress report and project schedule shall be submitted with the project invoice as part of the monthly request for payment.

CONSULTANT shall also provide the percent budget spent for each of OCSD's WBS cost codes (i.e. by work package and phase). OCSD shall provide a list of cost codes by phase to the CONSULTANT.

CONSULTANT shall also provide a summary of progress and expenditures to date.

OCSD will provide a sample invoice structure to CONSULTANT at the beginning of the project.

Task 4.2 – Initial Project Meetings

4.2.1 - Construction Hand-Off Workshop

CONSULTANT shall participate in a one-hour construction hand-off workshop. The purpose of the workshop is for the CONSULTANT and OCSD design teams to transfer project-specific knowledge to the OCSD construction management and inspection staff who will be managing and monitoring construction. Topics that might be covered in this meeting include the following:

- Overview of objective of the project
- Review of project elements

- Review of sequencing constraints
- Key issues to be addressed during construction
- Identification of risks and discussions of contingency plans

The workshop will be led by OCSD's Project Engineer and CONSULTANT's Project Discipline Leads. CONSULTANT shall include its Project Manager, and Project Engineer, and one other discipline lead.

4.2.2 - PMWeb Procedures Meeting and Submittal Review Procedures

CONSULTANT shall participate in a one-hour PMWeb procedure meeting and Submittal Procedure Meeting. The purpose of this meeting is to review the roles and logistics for review and approval of construction contract documents and Contractor Submittals. The CONSULTANT's Project Manager and Project Engineer shall attend in person.

The project will utilize PMWeb as the web-based Project Control Management System (PCMS). The PCMS shall be utilized for Project communication, tracking, and management. PCMS utilization is to facilitate the electronic exchange of information, the automation of key processes, and the overall management of the contract. When required by the OCSD, paper documents shall also be provided. In the event of discrepancy between the electronic version and paper documents, the electronic documents within PCMS shall govern.

4.2.3 - Preconstruction Conference

CONSULTANT shall participate in a one-hour Preconstruction Conference attended by OCSD staff, CONSULTANT, the Contractor, subcontractors, and vendors. This meeting will be scheduled and presided over by OCSD. In this meeting, OCSD's Resident Engineer will describe CONSULTANT's role in the project as the Design Engineer and the services CONSULTANT shall provide during construction. OCSD will prepare meeting minutes and CONSULTANT shall review and comment on the minutes.

Task 4.3 – Submittal Reviews

OCSD will receive and log-in all submittals from the Contractor. OCSD will forward copies of selected shop drawing and submittals requiring CONSULTANT review. CONSULTANT shall review the shop drawings and submittals for conformance with the requirements of the Contract Documents and return the submittal review comments to OCSD within ten calendar days after receipt of submittal. CONSULTANT shall return comments to OCSD allowing enough time for OCSD to incorporate all comments into a combined review comment set that OCSD will return to the Contractor. CONSULTANT shall accommodate occasional expedited reviews for time sensitive submittals. Submittals shall include but not be limited to shop drawings, vendor tests, certifications, and test reports. All submittals will be made available electronically (PDF) through PMWeb.

See Section V - "Quantitative Assumptions" in this Scope of Work for the estimated number of submittals.

Task 4.4 – Request for Information (RFIs)

OCSD will log in and forward to CONSULTANT certain RFIs generated by the Contractor or OCSD. CONSULTANT shall return written responses to OCSD as soon as possible or within three calendar days of receipt of RFI, clarifying the requirements of the Contract Documents. CONSULTANT shall generate necessary sketches, figures, and modifications to the drawings

for clarifications. When required to avoid schedule delay or additional construction-related costs, CONSULTANT shall expedite the review of time sensitive RFIs.

If any changes to the Contract Drawings are required, the CONSULTANT shall prepare these drawings and submit them as PDF files to OCSD. The CONSULTANT shall update all AutoCAD drawings and specifications upon OCSD acceptance of any changes resulting from RFIs and change orders.

CONSULTANT shall also allocate time for required efforts to analyze and provide input on issues that may arise on a weekly basis.

See Section V- "Quantitative Assumptions" in this Scope of Work for the estimated number of RFIs.

Task 4.5 – Contract Document Modifications, Design Changes and Change Orders

If the Contract Documents require modifications due to changed conditions, OCSD requested changes, omissions, or design errors; CONSULTANT shall prepare preliminary Request for Proposal (RFP) documents and forward them to OCSD, as needed. OCSD shall review the RFP and request CONSULTANT to incorporate any changes. OCSD will issue the change order documents in a formal Request for Proposal (RFP) or Field Change Order (FCO) to the Contractor. CONSULTANT shall forward design calculations and other design backup documents as necessary to OCSD.

Any Contract Document that requires changes shall be identified with date of change and reference (RFI number, RFP number, FCO number, etc.) shown on the document. Changes shown on drawings shall be clearly marked and "clouded" for accurate identification of the scope of change by the Contractor and inspection staff. CONSULTANT shall maintain up-to-date Contract Documents. When a change is required on a Contract Drawing that has previously undergone a change, the updated drawing showing the previous change shall be used as the base document to identify new changes.

CONSULTANT shall submit complete change documentation to OCSD for use in RFIs, RFPs, and FCOs. This change documentation shall include plan drawings, schematics, details, schedules, and specifications, as required.

CONSULTANT shall prepare cost estimates for the changes when requested by OCSD.

See Section V- "Quantitative Assumptions" in this Scope of Work for the estimated number of hours.

Task 4.6 – Construction Progress Meetings and Site Visits

CONSULTANT shall attend construction progress meetings, as requested by the OCSD's Resident Engineer. The scope shall include time for meeting preparation, travel time, follow-up, and review of meeting minutes. Progress meeting minutes will be prepared by OCSD.

CONSULTANT shall attend or be available by phone for an internal one-hour construction weekly progress meetings.

CONSULTANT shall make field visits to assist in field problem resolution and design clarification/verification to help resolve construction issues as they arise and as requested by OCSD. CONSULTANT shall report the nature of the field site visits, the problem resolved, and identify staff requesting the site visit in CONSULTANT's monthly project report. OCSD will provide project inspection, except as required in other sections of this scope.

See Section V- “Quantitative Assumptions” in this Scope of Work for the estimated number of hours.

Task 4.7 – Specialty Services

4.7.1 Geotechnical Engineering Services

CONSULTANT shall provide field personnel to provide field geotechnical engineering services as they may be needed during the course of the project.

See Section V- “Quantitative Assumptions” in this Scope of Work for the estimated number of hours.

PHASE 5 – COMMISSIONING SERVICES – NOT USED

PHASE 6 – CLOSEOUT

Closeout tasks include completion of punch list work by the Contractor, final inspection, completion of record drawings, and electronic data. CONSULTANT shall submit a final invoice at the completion of the project.

Task 6.1 – Final Inspection and Punch Lists

CONSULTANT’s construction coordinator shall attend the final inspection job walk with the Contractor and OCSD staff. CONSULTANT shall make recommendations on the completion of the work including, but not limited to, completion of punch list items, site cleanup, and SWPPP.

CONSULTANT shall assist OCSD in developing punch lists of items required to be completed prior to final acceptance of the project by OCSD.

Task 6.2 – Record Drawings

When requested by OCSD, CONSULTANT shall attend preliminary as-built meetings with OCSD and Contractor and shall inspect the Contractor’s as-built drawings to verify that the Contractor has included all relevant information from approved change orders and RFIs. As part of the review process, CONSULTANT shall verify that the Contractor’s as-built set correctly reflects the information included in the approved shop drawings, RFIs, approved Field Change Orders, plan clarifications, plan changes, and other deviations from the conformed drawings, and that the information in the set is complete. CONSULTANT shall allow for four (4) meetings/visits per year to review CONTRACTOR’s as-built/markup drawings. CONSULTANT shall transpose the As-Built set to a CAD ready set after each meeting.

After Final Completion of the project OCSD will transmit to CONSULTANT the Final Field Markup Set of drawings. At that time, the CONSULTANT shall meet with OCSD’s inspectors and Resident Engineer to review the Contractor’s Final Field Markup Set.

CONSULTANT shall prepare Draft Record Drawings based on the Final Field Markup Set for all drawings in accordance with the requirements in the CAD Manual. The CONSULTANT shall submit the Draft Record Drawings to the OCSD Resident Engineer. The Draft Record Drawings will be reviewed for content and CAD compliance by OCSD staff. A comment log will be returned to the CONSULTANT and, if any comments are generated, the CONSULTANT shall revise the record drawings and resubmit to the RE for review of the changes and acceptance of the record drawings.

When no additional comments are identified, CONSULTANT shall prepare the Final Record Drawings and submit them along with the Contractor's field markup set to the Project Manager. All record drawings shall contain a stamp indicating:

> "Record Drawings
>
> These record drawings have been prepared based on information provided by others. The Engineer has not verified the accuracy of this information and shall not be responsible for any errors or omissions which may be herein as a result."

The stamp shall optimally be placed in the bottom right-hand corner of the border and may be included via x-ref. If importing the stamp via x-ref interferes with content in the bottom right hand corner, the stamp may also be placed in other open space along the bottom of the border. In addition, a note shall be placed over the engineer's seal stating that "This drawing was originally approved for construction by [name of engineer] on [date] and sealed by [name of engineer] a licensed professional engineer in the State of California No. [License number] ". CONSULTANT shall submit an electronic copy of the record drawings to OCSD for review and approval. The acceptance of the record drawings shall be deemed a condition for completion of work.

Contractor-generated drawings described in the Design Guidelines and the shop drawings will not be updated by CONSULTANT.

The format and quantities for delivery of the submittals shall be listed below:

Contents	Draft Record Drawings	Final Record Drawings
Hard Copy Sets	None	None
All related electronic files, including CAD and compiled PDFs	Transmit Electronic Files to OCSD	Transmit Electronic Files to OCSD

IV. STAFF ASSISTANCE

OCSD staff member or designee assigned to work with CONSULTANT on the construction phase of this project is Tom Grant at (714) 593-7287, e-mail to: tgrant@ocsd.com

V. QUANTITATIVE ASSUMPTIONS

The assumptions listed in the following table below shall be the basis for the assumed level of effort.

Task	Description	Assumption
4.1	Project Management	10 months duration from construction NTP to construction completion
4.3	Submittals	30 original submittals 15 resubmittals 10 2nd and later resubmittals
4.4	Requests for Information	40 RFIs
4.4	Weekly Assistance	80 hrs (2 hours/week during active construction)
4.5	Contract Document Modifications, Design changes and Change Orders	120 hrs
4.6	On-Site Meetings & Site Visits (not including meetings specified in Task 4.2)	10 visits @ 2 hours each 25 progress Meetings @ 1 hour each
4.7.1	Geotechnical Engineering Support	80 hours

ATTACHMENT “D”

ALLOWABLE DIRECT COSTS

ATTACHMENT D
ALLOWABLE DIRECT COSTS

LONG DISTANCE TELEPHONE CHARGES	All long distance telephone charges incurred will be reimbursed as direct costs. Telephone charges to area codes serving Los Angeles, Orange, Riverside, and San Bernardino Counties will not be reimbursed.
FACSIMILE TRANSMISSION CHARGES	Facsimile transmission charges will not be reimbursed, except the long distance toll charges, as described above.
REPRODUCTION AND PRINTING CHARGES	In-house reproduction of records and documents will not be reimbursed by the SANITATION DISTRICT. Use of an outside copy service for specialty items and volume reproduction will be reimbursed at direct cost. Use of a professional printing service will be reimbursed at actual cost.
OVERNIGHT MAIL DELIVER AND MESSENGER SERVICE	Use of Federal Express, Express Mail, UPS, or such similarly-related service, as well as a messenger service, will be reimbursed at direct cost only when necessary.
POSTAGE	Incidental postage will not be reimbursed by the SANITATION DISTRICT.
FILM PROCESSING	Film processing will be reimbursed at actual cost.
COMPUTER USAGE	Computer use by Consultant and/or support staff will not be reimbursed.
MILEAGE	Per mile reimbursement will be at the current rate set by the Internal Revenue Service.
TEMPORARY STAFF	The use of outside temporary support staff will be reimbursed at direct cost with prior approval of the SANITATION DISTRICT.
OFFICE SUPPLIES	The purchase of office supplies by Consultant will not be reimbursed.
LODGING	The cost of lodging including room and all applicable taxes will be reimbursed on a per diem basis as an allowable maximum as established by U.S. General Service Administration. Lodging incidentals as defined by IRS are included in the per diem rates. Lodging personal incidentals including movies, internet, laundry service, valet service, room service, etc., will not be reimbursed. Receipts must be provided for the actual incurred cost. Cancellations of the hotel reservations by the Consultant must be per the hotel policy. Late cancellations, early or late departure will not be reimbursed by the SANITATION DISTRICT.
GROUND TRANSPORTATION	The cost of ground transportation for taxi, shuttle, train, etc., will be reimbursed. Limousine service will not be reimbursed. The Consultant shall use the most economic and practical mode of transportation that is reasonably available.

AIRFARE	Airline ticket cost including one bag will be reimbursed only if pre-approved by the SANITATION DISTRICT. First class tickets will not be reimbursed unless pre-approved by the SANITATION DISTRICT. Membership dues for corporate card frequent user programs or the cost of airline club membership will not be reimbursed.
AUTO RENTAL	Rental car cost for intermediate or standard model, mid-size car (Class “C”) or the smaller car compatible with the specific need and rental car gas will be reimbursed. Receipts must be provided to substantiate requested reimbursements.
PARKING FEE	Parking fees for hotel, airport, rail station, etc. will be reimbursed. Consultant shall use the most economic and practical parking location as reasonably available. Excessive parking fees that are deemed unreasonable by the SANITATION DISTRICT will not be reimbursed.
TRAVEL MEALS	Travel meals will be reimbursed on a per diem basis as established by U.S. General Service Administration. Per diem rates include gratuities (tips) and will not be separately reimbursed by the SANITATION DISTRICT. Personal expenses such as cost of alcoholic beverages will not be reimbursed. No receipts are required for the approved meals. The daily total reimbursement for meals shall not exceed the SANITATION DISTRICT per diem rate which is available upon request.
PER DIEM DAILY RATE FOR LODGING AND MEALS	The SANITATION DISTRICT may utilize per diem daily rate that includes lodging, meals and incidentals (M&IE) as established by IRS and U.S. General Service administration for pre-approved travel when reasonable.
RENTAL EQUIPMENT	Consultant will be reimbursed at actual cost, no mark-up.
OTHER DIRECT COSTS	OCSD may authorize other items that may be necessitated due to modifications in scope of work resulting from field investigations and field work required by Contract. These items may include special equipment, test equipment and tooling and other materials and services not previously identified. These items will be reimbursed based on actual cost incurred. A one-time mark-up of 15% for additional equipment rentals, materials and outside services required for field work and investigations may be allowed, as applicable, if justified. No additional markup is allowed by Consultant on other direct costs resulting from work performed by its Contractors.
MISCELLANEOUS	Cost of miscellaneous personal items such as, but not limited to newspapers, toiletries, shoeshine, tobacco products, pay TV, movies, valet services, health club charges, in-room mini bars, clothing and footwear will not be reimbursed. ATM/bank fees incurred by Consultant while traveling will not be reimbursed. Costs for project team lunches will not be reimbursed unless pre-approved by the SANITATION DISTRICT.

ATTACHMENT “E”

FEE PROPOSAL FORM

ATTACHMENT "E"
FEE PROPOSAL FORM

Submitted by: HDR Inc.
(Name of Firm)

Consultant Name:		HDR Inc.			
Raw Labor		$ 58,169			
Fringe Costs	49.85%	$ 28,997			
		Burdened Labor (Raw Labor + Fringe)		$ 87,166	
		Overhead	81.56%	$ 71,093	
				Subtotal (Burdened labor + OH)	**$ 158,259**
Note: Round all values to nearest dollar.				Profit (% of Subtotal) 10.00%	$ 15,826
				Total Direct Costs, not to exceed	$ 3,915
TOTAL - "Consultant" Not to Exceed					**$ 178,000**

Major Subconsultant A Name:					
Raw Labor					
Fringe Costs		$ -			
		Burdened Labor (Raw Labor + Fringe)		$ -	
		Overhead		$ -	
				Subtotal (Burdened labor + OH)	**$ -**
Note: Round all values to nearest dollar.				Profit (% of Subtotal) 10.00%	$ -
				Total Direct Costs, not to exceed	
TOTAL - Major Subconsultant A Not to Exceed					**$ -**

ATTACHMENT "E"
FEE PROPOSAL FORM

Submitted by: HDR Inc.
(Name of Firm)

Major Subconsultant B Name:					
Raw Labor					
Fringe Costs		$ -			
		Burdened Labor (Raw Labor + Fringe)		$ -	
		Overhead		$ -	
				Subtotal (Burdened labor + OH)	**$ -**
Note: Round all values to nearest dollar.				Profit (% of Subtotal)	10.00% $ -
				Total Direct Costs, not to exceed	
TOTAL - Major Subconsultant B Not to Exceed					**$ -**

Major Subconsultant C Name:					
Raw Labor					
Fringe Costs		$ -			
		Burdened Labor (Raw Labor + Fringe)		$ -	
		Overhead		$ -	
				Subtotal (Burdened labor + OH)	**$ -**
Note: Round all values to nearest dollar.				Profit (% of Subtotal)	10.00% $ -
				Total Direct Costs, not to exceed	
TOTAL - Major Subconsultant C Not to Exceed					**$ -**

ATTACHMENT "E"
FEE PROPOSAL FORM

Submitted by: HDR Inc.
(Name of Firm)

Subconsultants Under $100,000		
Subconsultant 1		
Subconsultant 2		
Subconsultant 3		
Subconsultant 4		
Subconsultant 5		
TOTAL - Subconsultants Under $100,000		**$ -**

SUMMARY	
Consultant	$ 178,000
Major Subconsultant A	$ -
Major Subconsultant B	$ -
Major Subconsultant C	$ -
Subconsultants Under $100,000	$ -
GRAND TOTAL - Not to Exceed	**$ 178,000**

ATTACHMENT "I"

COST MATRIX & SUMMARY

HEADQUARTERS COMPLEX SITE PREPARATION, Contract No. P1-128C
PCSA
Attachment I - Cost Matrix and Summary

Project Element 1 Headquarters Complex Task Item	Labor hours															Total Hours	Raw Labor	Fringe Costs	Burdened Labor	Overhead	Burdened Labor & Overhead	Profit	Total Subs	Allowable Direct Costs	Total Fees
	Principal	Project Manager	Senior Project Engineer	Electrical Engineer	Staff Engineer	Lead Structural Engineer	Senior Geotech Engineer	Geotech Engineer	Geologist	Engineering Technician	Senior Project Architect	Project Architect	BIM/CADD Technician	Accounting Manager	Admin. Support										
Average Actual Salary	130.00	76.00	80.00	53.00	39.00	70.00	90.00	50.00	53.00	33.00	63.00	56.00	43.00	59.00	34.00			49.85%		81.56%		10.00%			
Fully Burdened Hourly Rate (includes payroll costs, OH, and Profit)																									
PHASE 4 - CONSTRUCTION AND INSTALLATION SERVICES																									
4.1 Project Management	16	106												32	16	170	12,568.00	6,265.15	18,833.15	15,360.32	34,193.46	3,419.35	0.00	1,250.00	38,862.81
4.2 Initial Project Meetings																0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.2.1 Construction Handoff Meeting		1	1													2	156.00	77.77	233.77	190.66	424.43	42.44	0.00	0.00	466.87
4.2.2 PMWeb Procedures Meeting & Submittal Review Procedures		4	4							4						12	756.00	376.87	1,132.87	923.97	2,056.83	205.68	0.00	0.00	2,262.51
4.2.3 Preconstruction Conference		1	1													2	156.00	77.77	233.77	190.66	424.43	42.44	0.00	0.00	466.87
4.3 Submittal Reviews	16	50	32	12	42				8	48	22					230	14,108.00	7,032.84	21,140.84	17,242.47	38,383.31	3,838.33	0.00	560.00	42,781.64
4.4 Request for Information (RFIs)	20	50	36	12	40	16			8	26	28		14			250	16,244.00	8,097.63	24,341.63	19,853.04	44,194.67	4,419.47	0.00	700.00	49,314.14
4.5 Contract Document Mods, Design Changes and Change Orders	8	4	12	4	32				4	8		20	28			120	6,564.00	3,272.15	9,836.15	8,022.37	17,858.52	1,785.85	0.00	300.00	19,944.37
4.6 Construction Progress Meetings and Site Visits		9	36													45	3,564.00	1,776.65	5,340.65	4,355.84	9,696.49	969.65	0.00	200.00	10,866.14
Subtotal - Phase 4 Construction and Installation Services	**60**	**225**	**122**	**28**	**114**	**16**	**0**	**0**	**20**	**86**	**50**	**20**	**42**	**32**	**16**	**831**	**54,116.00**	**26,976.83**	**81,092.83**	**66,139.31**	**147,232.13**	**14,723.21**	**0.00**	**3,010.00**	**164,965.35**
PHASE 6 - CLOSEOUT																									
6.2 Record Drawings	2	2	10		10								57			81	4,053.00	2,020.42	6,073.42	4,953.48	11,026.90	1,102.69	0.00	905.00	13,034.59
Subtotal - Phase 6 Closeout	**2**	**2**	**10**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**57**	**0**	**0**	**81**	**4,053.00**	**2,020.42**	**6,073.42**	**4,953.48**	**11,026.90**	**1,102.69**	**0.00**	**905.00**	**13,034.59**
TOTAL - PHASES 2 AND 3	**62**	**227**	**132**	**28**	**124**	**16**	**0**	**0**	**20**	**86**	**50**	**20**	**99**	**32**	**16**	**912**	**58,169.00**	**28,997.25**	**87,166.25**	**71,092.79**	**158,259.04**	**15,825.90**	**0.00**	**3,915.00**	**177,999.94**
Rounded - Use for Attach E - Fee Proposal Form																	**58,169.00**	**28,997.00**	**87,166.00**	**71,093.00**	**158,259.00**	**15,826.00**	**0.00**	**3,915.00**	**178,000.00**

Profit Calculations		
Min Threshold	250,000	10%
Max Threshold	2,500,000	5%
Proposed Burdened Labor & Overhead	158,259.04	10.00%

ATTACHMENT “L”

OCSD SAFETY STANDARDS

Orange County Sanitation District

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

OPERATIONS COMMITTEE

Agenda Report

File #: 2020-1067 **Agenda Date:** 6/3/2020 **Agenda Item No:** 7.

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

SUBJECT:

FY 2020-21 & FY 2021-22 BUDGET PRESENTATION

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Information Item.

BACKGROUND

Staff will provide an overview of the FY 2020-21 and FY 2021-22 Budgets, including Orange County Sanitation District Revenues, Capital Improvement and Operating expenditures, and long-term liabilities. These budgets will be proposed for adoption at the June 24, 2020 Board meeting.

RELEVANT STANDARDS

- Produce Operating and Capital Improvement Program Budgets every two years, with an annual update

ATTACHMENT

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

- FY 2020-21 & FY 2021-22 Budget Presentation

powered by Legistar™

Proposed Budget Summary

Fiscal Years 2020-21 and 2021-22

Presenter: Wally Ritchie, Controller

Operations Committee
June 3, 2020

CELEBRATING 65 YEARS
ORANGE COUNTY SANITATION DISTRICT

Budget Presentations

February – Budget Assumptions

March – Revenues

April – Expenditures

May – Capital Improvement Program

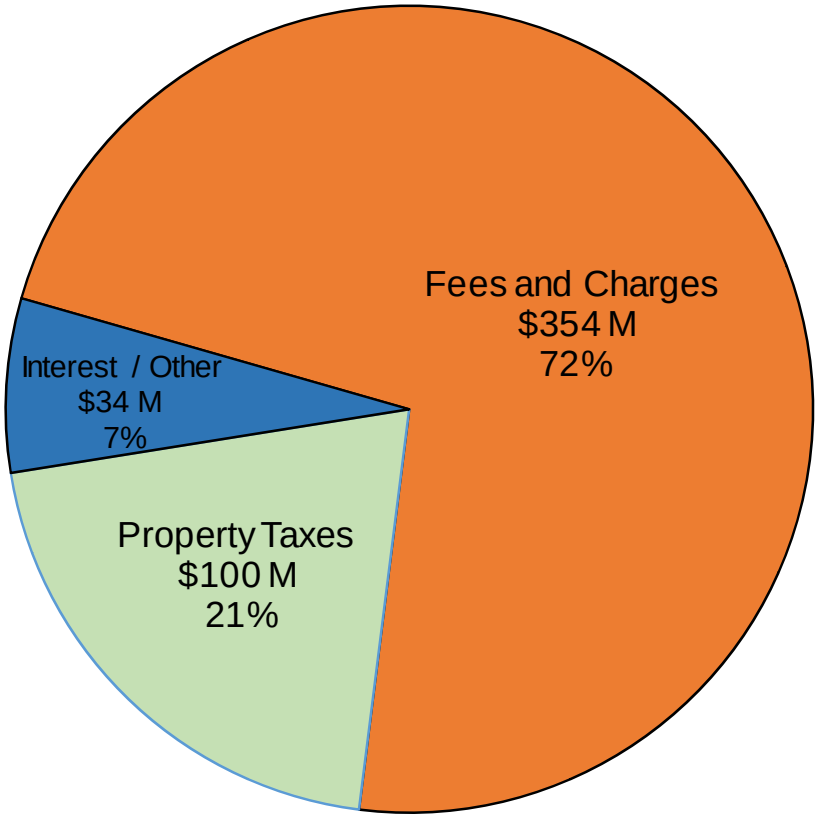
June – Budget Overview

Proposed Budget Summary

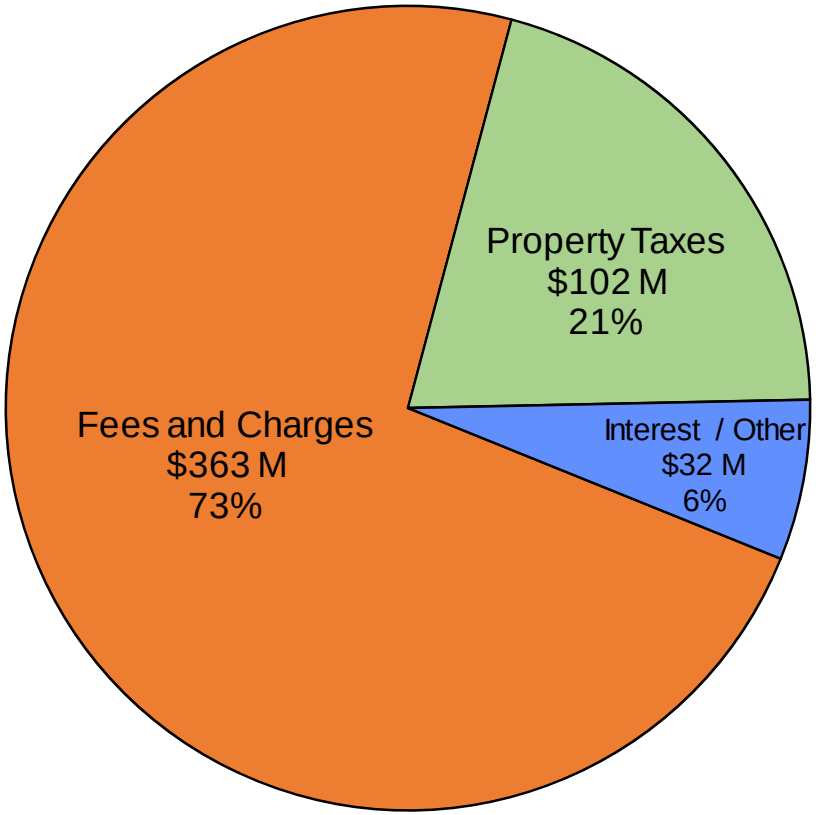
Revenues	FY 20-21	FY 21-22
Fees and Charges	$ 354 M (72%)	$ 363 M (73%)
Property Taxes	$ 100 M (21%)	$ 102 M (21%)
Interest/Other	$ 34 M (7%)	$ 32 M (6%)
Total Revenues	**$ 488 M**	**$ 497 M**

Outlays	FY 20-21	FY 21-22
Net CIP	$ 148 M (37%)	$ 241 M (36%)
Operating	$ 176 M (44%)	$ 177 M (27%)
Debt Service	$ 73 M (18%)	$ 240 M (36%)
Other	$ 3 M (1%)	$ 4 M (1%)
Total Outlays	**$ 400 M**	**$ 662 M**

Major Revenue Component – Fees and Charges



Proposed Revenues
FY 20-21 = $488 Million



Proposed Revenues
FY 21-22 = $497 Million

User Fee Revenue

	Proposed	
	FY 20-21	**FY 21-22**
General User Fees	$ 321 M	$ 329 M
Permit User Fees	$ 13 M	$ 13 M
Capital Facilities Capacity Charges	$ 20 M	$ 21 M
Total Fees & Charges	**$ 354 M**	**$ 363 M**

Property Tax and Other Revenue

	Proposed	
	FY 20-21	**FY 21-22**
Property Tax Revenue	$ 100 M	$ 102 M
Interest Revenue	$ 13 M	$ 12 M
Other	$ 21 M	$ 20 M
Total General Income	**$ 134 M**	**$ 134 M**

OCSD Outlay Categories

	Proposed	
	FY 20-21	**FY 21-22**
Net Capital Improvement	$ 148 M	$ 241 M
Operating Expense	$ 176 M	$ 177 M
Debt Service	$ 73 M	$ 240 M
Other	$ 3 M	$ 4 M
Total Outlays	**$ 400 M**	**$ 662 M**

Proposed Operating Expense Summary

Description	Proposed FY 20-21	Proposed FY 21-22
Salaries and Wages	$ 102.1 M	$ 107.3 M
Contractual Services	19.2 M	19.4 M
Repairs and Maintenance	28.4 M	24.2 M
Operating Mat'ls & Supplies	21.5 M	21.3 M
Utilities	8.4 M	8.4 M
Professional Services	5.7 M	5.8 M
Other	11.8 M	11.8 M
Cost Allocation	(20.8 M)	(21.7 M)
Subtotal Net Operating Requirements	**173.9 M**	**174.1 M**
Self-Insurance	2.4 M	2.4 M
Total Net Operating Requirements	**$ 176.3 M**	**$ 176.5 M**

Salaries and Benefits

	FY 20-21	Proposed FY 21-22
SALARIES & BENEFITS	$ 102.1	$ 107.3
Salaries & Wages	$ 79.3	$ 83.3
Benefits	$ 22.8	$ 24.0

* Salaries & Benefits make up less than 26% of the total budget

Contractual Services

	Proposed	
	FY 20-21	FY 21-22
CONTRACTUAL SERVICES	$ 19.2	$ 19.4
Solids Removal	$ 12.4	$ 12.4
Security Services	$ 1.6	$ 1.6
Temporary Services	$ 0.5	$ 0.5
Janitorial	$ 0.5	$ 0.5
County Service Fee	$ 0.5	$ 0.5

Repairs & Maintenance

	Proposed FY 20-21	Proposed FY 21-22
REPAIRS & MAINTENANCE	$ 28.4	$ 24.2
Services	$ 14.5	$ 13.0
Materials	$ 9.4	$ 6.6
Service Agreements	$ 4.5	$ 4.6

*Includes Bushard Diversion Structure repair, Sunflower Trunkline liner repairs, centrifuge overhaul, primary & secondary clarifier repairs, digester cleaning, various pump and drive repairs

Operating Materials and Supplies

	FY 20-21	Proposed FY 21-22
OPER. MAT'LS & SUPP	$ 21.5	$ 21.3
Odor Control	$ 6.9	$ 7.3
Chemical Coagulants	$ 10.6	$ 10.6
Other Chemicals	$ 0.6	$ 0.6
Other	$ 3.4	$ 2.8

*Chemicals are 84% of Operating Materials and Supplies

Utilities

	Proposed	
	FY 20-21	FY 21-22
UTILITIES	$ 8.4	$ 8.4
Power	$ 6.1	$ 6.1
Water	$ 1.1	$ 1.1
Natural Gas	$ 0.7	$ 0.7
Telephone	$ 0.5	$ 0.5

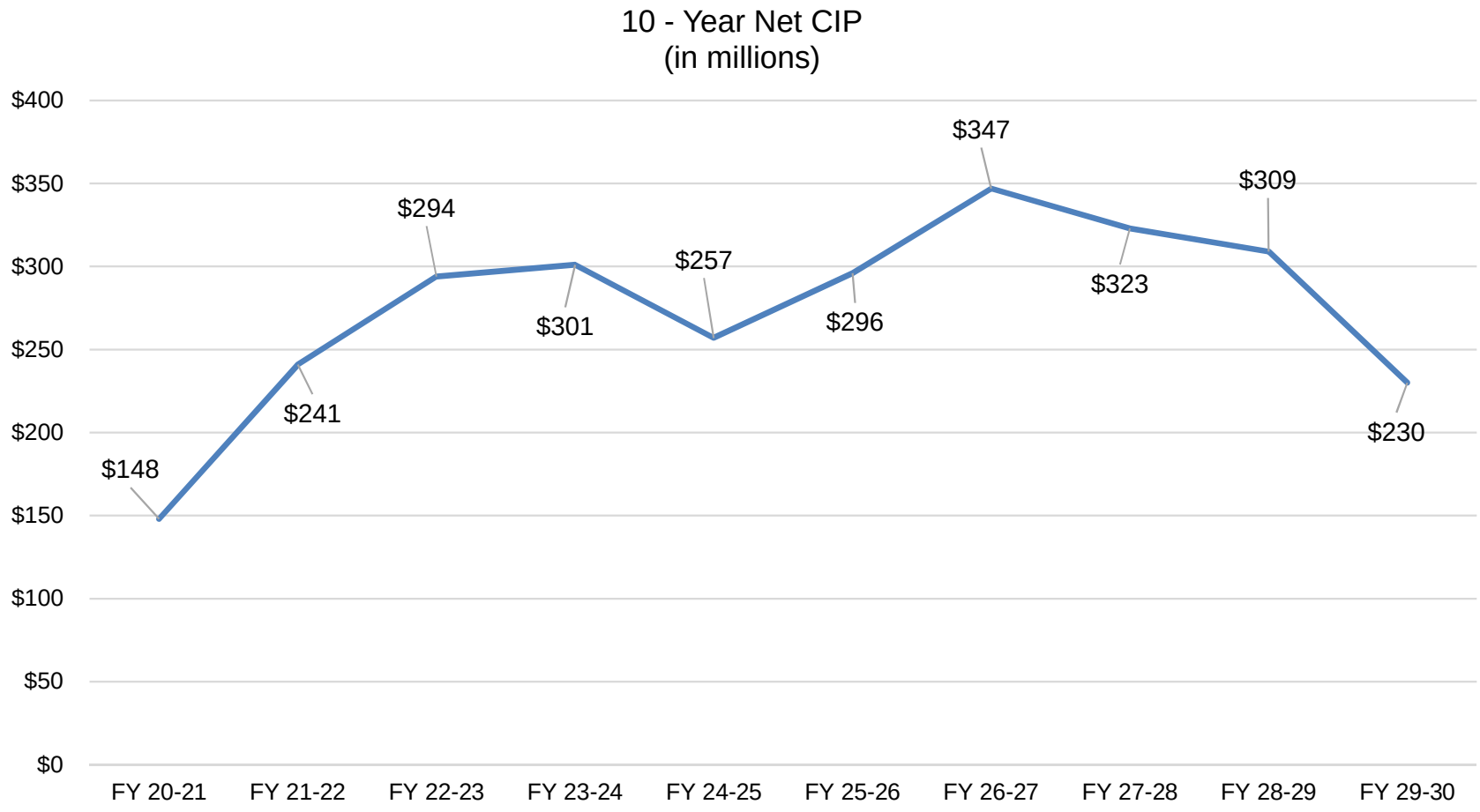
Departmental Operating Summary

Department	FY 20-21 Budget	FY 21-22 Budget	FY 20-21 FTEs	FY 21-22 FTEs
General Manager	$ 4.3 M	$ 4.4 M	18	18
Human Resources	6.6 M	7.0 M	26	26
Administrative Services	27.3 M	28.1 M	101	101
Environmental Services	19.3 M	20.3 M	93	93
Engineering	5.6 M	5.6 M	117	117
Operations/Maintenance	110.8 M	108.7 M	284	284
Total	**$ 173.9 M**	**$ 174.1 M**	**639**	**639**

CIP Authorization

	Proposed	
	FY 20-21	**FY 21-22**
Replacement/Rehabilitation	$ 101 M	$ 177 M
Additional Capacity	$ 14 M	$ 11 M
Strategic Initiatives	$ 44 M	$ 72 M
Regulatory	$ 6 M	$ 2 M
Total Authorized Outlay	**$ 165 M**	**$ 262 M**
Savings & Deferrals	**($ 17 M)**	**($ 21 M)**
Total Projected Net CIP	**$ 148 M**	**$ 241 M**

CIP Program



* 10 – Year total for CIP - $4.7 Billion

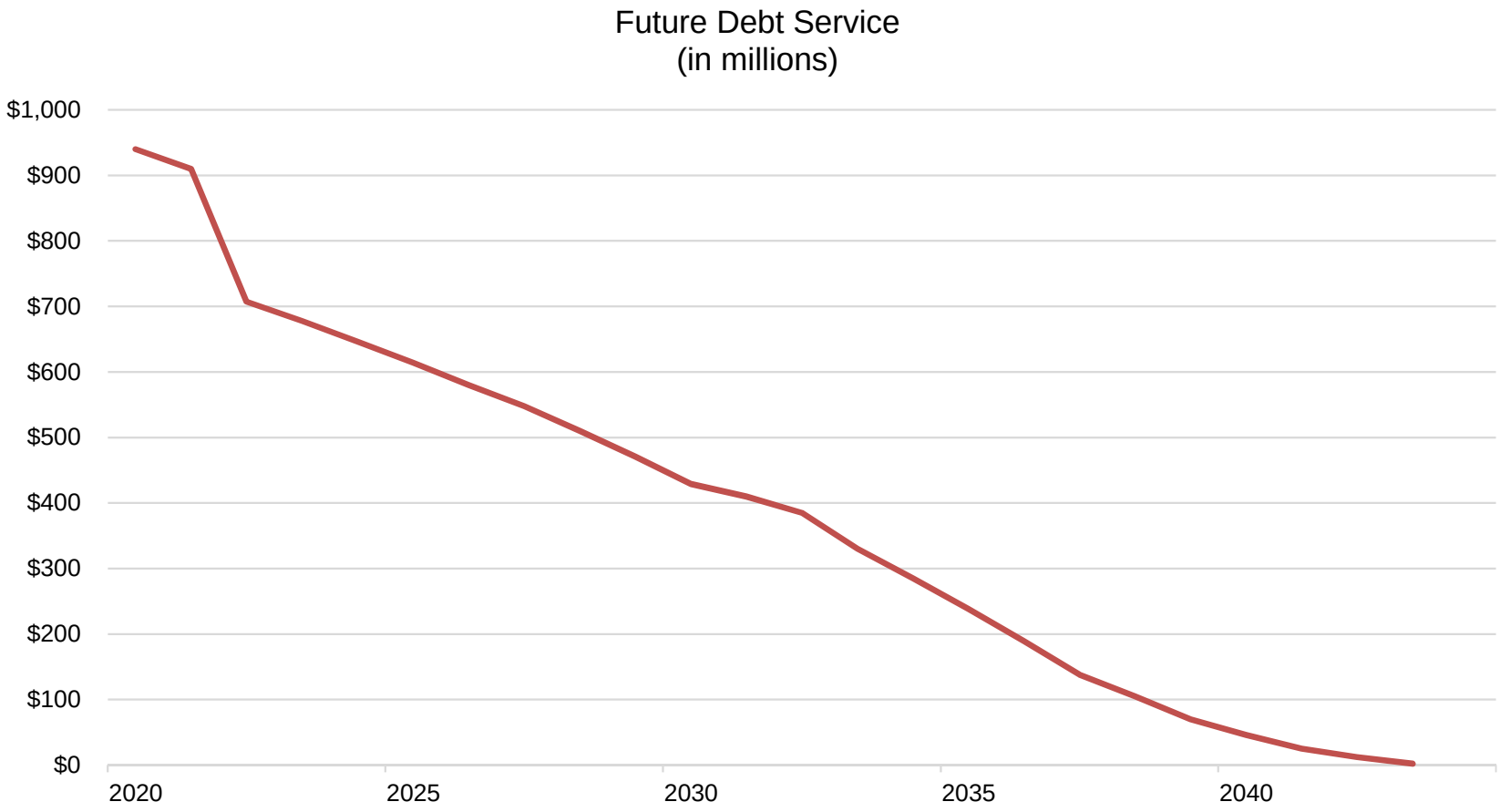
Debt Service

	Proposed	
	FY 20-21	**FY 21-22**
Principle	$ 31 M	$ 202 M
Interest	$ 42 M	$ 38 M
Total Debt Service	**$ 73 M**	**$ 240 M**

* FY 21-22 -

$ 72 M	2012A Refunding is callable
$102 M	2018A Refunding matures
$174 M	callable or matures

Future Debt Service



Questions?

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.

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.