



## **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 via 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 by using the eComment feature available via the webpage above or sending them to [OCSDClerk@ocsd.com](mailto: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, September 1, 2020.

You may also submit comments and questions for the Committee's consideration during the meeting by using the eComment feature that will be available via the webpage above for the duration of the meeting.

All public comments will be provided to the Operations Committee and may be read into the record or compiled as part of the record.

Thank you.

**Serving:**

Anaheim

Brea

Buena Park

Cypress

Fountain Valley

Fullerton

Garden Grove

Huntington Beach

Irvine

La Habra

La Palma

Los Alamitos

Newport Beach

Orange

Placentia

Santa Ana

Seal Beach

Stanton

Tustin

Villa Park

County of Orange

Costa Mesa  
Sanitary District

Midway City  
Sanitary District

Irvine Ranch  
Water District

Yorba Linda  
Water District



## Orange County Sanitation District

10844 Ellis Avenue, Fountain Valley, CA 92708

714.962.2411 • www.ocsd.com

August 26, 2020

### **NOTICE OF MEETING**

#### OPERATIONS COMMITTEE ORANGE COUNTY SANITATION DISTRICT

**Wednesday, September 2, 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, September 2, 2020 at 5:00 p.m.

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

| <b>OPERATIONS COMMITTEE<br/>MEETING DATE</b> | <b>BOARD MEETING DATE</b> |
|--|---------------------------|
| 09/02/20                                     | 09/23/20                  |
| 10/07/20                                     | 10/28/20                  |
| 11/04/20                                     | <b>11/18/20 *</b>         |
| 12/02/20                                     | <b>12/16/20 *</b>         |
| <b>JANUARY DARK</b>                          | 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                  |
| 06/02/21                                     | 06/23/21                  |
| 07/07/21                                     | 07/28/21                  |
| <b>AUGUST DARK</b>                           | 08/25/21                  |

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

## ROLL CALL

### OPERATIONS COMMITTEE Engineering and Operations & Maintenance

---

Meeting Date: September 2, 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             |  |
| Nelida Mendoza                  |  |
| 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 06/16/2020

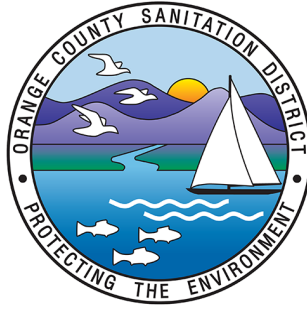
| <b>AGENCY/CITIES</b> | <b>ACTIVE DIRECTOR</b> | <b>ALTERNATE DIRECTOR</b> |
|----------------------|------------------------|---------------------------|
| Anaheim              | Lucille Kring          | Denise Barnes             |
| Brea                 | Glenn Parker           | Cecilia Hupp              |
| 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            | Nelida Mendoza         | 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, September 2, 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](http://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](mailto: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](mailto:jherberg@ocsd.com) / (714) 593-7300  
Asst. General Manager: Lorenzo Tyner, [ltyners@ocsd.com](mailto:ltyners@ocsd.com) / (714) 593-7550  
Asst. General Manager: Rob Thompson, [rthompson@ocsd.com](mailto:rthompson@ocsd.com) / (714) 593-7310  
Director of Human Resources: Celia Chandler, [cchandler@ocsd.com](mailto:cchandler@ocsd.com) / (714) 593-7202  
Director of Engineering: Kathy Millea, [kmillea@ocsd.com](mailto:kmillea@ocsd.com) / (714) 593-7365  
Director of Environmental Services: Lan Wiborg, [lwiborg@ocsd.com](mailto:lwiborg@ocsd.com) / (714) 593-7450

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

Clerk of the Board

**PUBLIC COMMENTS:**

*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 Committee's consideration in advance of the meeting by using the eComment feature available via the webpage above or sending them to [OCSDClerk@ocsd.com](mailto: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, September 1, 2020.*

*You may also submit comments and questions for the Committee's consideration during the meeting by using the eComment feature that will be available via the webpage above for the duration of the meeting.*

*All public comments will be provided to the Operations Committee and may be read into the record or compiled as part of the record.*

**REPORTS:**

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

**CONSENT CALENDAR:**

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

**1. APPROVAL OF MINUTES****[2020-1212](#)****RECOMMENDATION:**

Approve Minutes of the Regular Meeting of the Operations Committee held July 1, 2020.

**Originator:** Kelly Lore

**Attachments:** [Agenda Report](#)  
[07-01-2020 Operations Committee Minutes](#)

**2. CAPITAL IMPROVEMENT PROGRAM CONTRACT PERFORMANCE REPORT** [2020-1145](#)

RECOMMENDATION: Recommend to the Board of Directors to:

Receive and file the Capital Improvement Program Contract Performance Report for the period ending June 30, 2020.

**Originator:** Kathy Millea

**Attachments:** [Agenda Report](#)  
[CIP Contract Report 20200630](#)

**3. GISLER-RED HILL INTERCEPTOR REHABILITATION, PROJECT NO. 7-65** [2020-1185](#)

RECOMMENDATION: Recommend to the Board of Directors to:

A. Approve a Professional Design Services Agreement with CDM Smith to provide engineering services for Gisler-Red Hill Interceptor Rehabilitation, Project No. 7-65, for an amount not to exceed \$1,754,000; and

B. Approve a contingency of \$175,400 (10%).

**Originator:** Kathy Millea

**Attachments:** [Agenda Report](#)  
[7-65 PDSA \(Final\)](#)

**4. QUARTERLY ODOR COMPLAINT REPORT** [2020-1179](#)

RECOMMENDATION:

Receive and file the Fiscal Year 2019-20 Fourth Quarter Odor Complaint Report.

**Originator:** Rob Thompson

**Attachments:** [Agenda Report](#)  
[FY 2019-20 4th Qtr Odor Complaints Report Summary](#)

**5. MANHOLE CCTV INSPECTION SERVICES** [2020-1189](#)

RECOMMENDATION:

A. Award a Purchase Order Contract to Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe), for Manhole CCTV Inspection Services, Specification No. S-2020-1158BD, for a total amount not to exceed \$146,600 for the period beginning October 1, 2020 through September 31, 2021, with four optional one-year renewals; and



- B. Approve an annual contingency of \$14,660 (10%).

**Originator:** Rob Thompson

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

**6. PURCHASE SPARE INVENTORY PARTS FOR SCHWING CAKE PUMPS** [2020-1195](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Sole Source Purchase Order to Schwing Bioset for the purchase of spare inventory parts for the Schwing Cake Pumps for the Truckloading and Thickening and Dewatering facilities, for a total amount not to exceed \$228,193, plus applicable sales tax and shipping; and
- B. Approve a contingency of \$11,410 (5%).

**Originator:** Rob Thompson

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

**NON-CONSENT:**

**7. PLAN2020-00 ON-CALL PLANNING STUDIES** [2020-1184](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve annual Professional Services Agreements with AECOM Technical Services, Inc.; Black & Veatch Corporation; Brown and Caldwell; GHD Inc.; HDR Engineering, Inc.; Hazen and Sawyer; and Stantec Consulting Services Inc. for On-Call Planning Studies Master Contract No. PLAN2020-00, for the term November 1, 2020 through October 31, 2021, with a maximum annual fiscal year contract limitation not to exceed \$600,000 for each Professional Services Agreement; and
- B. Approve two additional one-year optional extensions.

**Originator:** Kathy Millea

**Attachments:** [Agenda Report](#)  
[PLAN2020-00 Draft PSA](#)

**8. DIGESTER CLEANING AND DISPOSAL CONTRACT** [2020-1211](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Service Contract for Digester Cleaning and Disposal with American Process Group, Inc., per Specification No. S-2020-1165BD, for a total amount not to exceed \$4,636,674 per year, for the period of November 1, 2020 through October 31, 2025, with four optional one-year renewals; and
- B. Approve an annual contingency of \$463,667 (10%).

**Originator:** Rob Thompson

**Attachments:** [Agenda Report](#)  
[S-2020-1165BD Draft Contract](#)

**9. BAY BRIDGE PUMP STATION REPLACEMENT, PROJECT NO. 5-67** [2020-1009](#)

RECOMMENDATION: Recommend to the Board of Directors to:

Approve a contingency increase of \$1,784,250 (25%) to the Professional Design Services Agreement with Arcadis U.S., Inc. for Bay Bridge Pump Station Replacement, Project No. 5-67, for a total contingency of \$2,497,950 (35%).

**Originator:** Kathy Millea

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

**INFORMATION ITEMS:****10. COVID-19 SEWAGE SURVEILLANCE PROJECT UPDATE** [2020-1208](#)

RECOMMENDATION:

Information Item.

**Originator:** Lan Wiborg

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

**DEPARTMENT HEAD REPORTS:****CLOSED SESSION:**

None.

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

**BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:**

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

**ADJOURNMENT:**

The next Operations Committee meeting is scheduled for Wednesday, October 7, 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 #:** 2020-1212

**Agenda Date:** 9/2/2020

**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 July 1, 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](http://www.ocsd.com)) with the complete agenda package:*

- Minutes of the Operations Committee meeting held July 1, 2020



---

## **CALL TO ORDER**

A regular meeting of the Operations Committee was called to order by Committee Chair Bob Collacott on Wednesday, July 1, 2020 at 5:03 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.

## **ROLL CALL AND 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, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

**ABSENT:** Brad Avery

**STAFF PRESENT:** Jim Herberg, General Manager; Kelly Lore, Clerk of the Board; and Tyler Ramirez were present in the Board Room. 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; Brian Engeln; Tina Knapp; and Jeff Mohr were in attendance telephonically.

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

## **PUBLIC COMMENTS:**

None.

## **REPORTS:**

Committee Chair Collacott notified the Committee that OCSD Administrative offices would be closed on Friday, July 3 in observance of the Independence Day holiday.

General Manager Jim Herberg provided a brief COVID-19 update.

**CONSENT CALENDAR:****1. APPROVAL OF MINUTES**[2020-1115](#)**Originator:** Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular Meeting of the Operations Committee held June 3, 2020.

**AYES:** Robert Collacott, Mariellen Yarc, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers**NOES:** None**ABSENT:** Brad Avery, Allan Bernstein and Sandra Massa-Lavitt**ABSTENTIONS:** None**2. NATURAL GAS PIPELINES REPLACEMENT AT PLANT NOS. 1 AND 2, PROJECT NO. J-127**[2020-1011](#)**Originator:** Kathy Millea

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

- A. Receive and file Bid Tabulation and Recommendation for Natural Gas Pipelines Replacement at Plant Nos. 1 and 2, Project No. J-127;
- B. Reject the bid from apparent low bidder, Well Anchored Inc., as non-responsive;
- C. Award a Construction Contract to Innovative Construction Solutions for Natural Gas Pipelines Replacement at Plant Nos. 1 and 2, Project No. J-127, for a total amount not to exceed \$745,500; and
- D. Approve a contingency of \$74,550 (10%)

**AYES:** Robert Collacott, Mariellen Yarc, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers**NOES:** None**ABSENT:** Brad Avery, Allan Bernstein and Sandra Massa-Lavitt**ABSTENTIONS:** None**3. EXTENSION OF COVID-19 DISINFECTING JANITORIAL SERVICES**[2020-1078](#)**Originator:** Rob Thompson

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

Directors to:

Approve a Sole Source Purchase Order Contract Change Order to Contract P.O. 134070-OS with Gamboa Services, Inc. DBA Corporate Image Maintenance, extending the COVID-19 disinfecting janitorial services at Plant No. 1 and Plant No. 2, from August 1, 2020 through January 31, 2021, for a total change order amount not to exceed \$140,400, total Purchase Order contract amount not to exceed \$236,250.

**AYES:** Robert Collacott, Mariellen Yarc, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

**NOES:** None

**ABSENT:** Brad Avery, Allan Bernstein and Sandra Massa-Lavitt

**ABSTENTIONS:** None

**4. BLANKET PURCHASE ORDER FOR CHEVRON 5200 LOW ASH 40 OIL** [2020-1097](#)

**Originator:** Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

A. Approve Blanket Purchase Order for the purchase of Chevron 5200 HDAX Low Ash 40 Lubricating Bulk Oil, per Specification No. C-2020-1154BD, for the period beginning August 1, 2020 through July 31, 2021, with four, one-year renewal options, with the following three qualified firms, for a combined total amount not to exceed \$175,000 per year:

1. Dal Chem, Inc. (DBA Alexis Oil)
2. Southern Counties Lubricants, LLC
3. Southern Counties Oil Co., a CA Limited Partnership (DBA SC Fuels); and

B. Approve an annual contingency of \$8,750 (5%).

**AYES:** Robert Collacott, Mariellen Yarc, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

**NOES:** None

**ABSENT:** Brad Avery, Allan Bernstein and Sandra Massa-Lavitt

**ABSTENTIONS:** None

**5. SERVICE CONTRACT FOR PLANT NO. 1 THICKENING AND DEWATERING ODOR CONTROL CARBON CHANGE-OUTS, SPECIFICATION NO. S-2020-1155** [2020-1103](#)

**Originator:** Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

A. Award a Purchase Order Contract to Prominent Systems, Inc. for Plant No. 1 Thickening and Dewatering Odor Control, Carbon Change-Outs, Specification No. S-2020-1155, for a total amount not to exceed \$122,758 for the period August 1, 2020 through July 31, 2021, with four, one-year renewal options; and

B. Approve a contingency of \$18,414 (15%).

**AYES:** Robert Collacott, Mariellen Yarc, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

**NOES:** None

**ABSENT:** Brad Avery, Allan Bernstein and Sandra Massa-Lavitt

**ABSTENTIONS:** None

**6. SHALLOW REBAR REPAIR SERVICES**

[2020-1123](#)

**Originator:** Rob Thompson

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

A. Approve a Purchase Order service contract to Tharsos Inc. to provide Shallow Rebar Repair Services, per Specification No. S-2020-1161BD, for a total amount not to exceed \$272,797 for the period beginning August 1, 2020 through July 31, 2021, with four, one-year renewal options; and

B. Approve an annual contingency of \$13,640 (5%).

**AYES:** Robert Collacott, Mariellen Yarc, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

**NOES:** None

**ABSENT:** Brad Avery, Allan Bernstein and Sandra Massa-Lavitt

**ABSTENTIONS:** None

**7. PLANT NO. 1 SUNFLOWER PUMP NO. 2 GEAR DRIVE REPLACEMENT**

[2020-1124](#)

**Originator:** Rob Thompson

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

A. Award a Sole Source Purchase Order Contract to Nuttall Gear for the purchase of a Nuttall Gear Drive T/25 unit for Plant No. 1 Sunflower Pump Station, for a total amount not to exceed \$198,610, plus applicable tax and freight, and

B. Approve a contingency of \$9,931 (5%).



**AYES:** Robert Collacott, Mariellen Yarc, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

**NOES:** None

**ABSENT:** Brad Avery, Allan Bernstein and Sandra Massa-Lavitt

**ABSTENTIONS:** None

**8. REHABILITATION OF SIXTEEN RECTANGULAR CLARIFIERS AT PLANT NO. 1** [2020-1125](#)

**Originator:** Rob Thompson

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

- A. Award a service contract to J.R. Filanc Construction Company, Inc. for the mechanical rehabilitation and overhaul of sixteen rectangular primary clarifier tanks at Plant No. 1, Specification No. S-2020-1148BD, for a total amount not to exceed \$1,319,313; and
- B. Approve a contingency of \$131,932 (10%).

**AYES:** Robert Collacott, Mariellen Yarc, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

**NOES:** None

**ABSENT:** Brad Avery, Allan Bernstein and Sandra Massa-Lavitt

**ABSTENTIONS:** None

*Director Massa-Lavitt arrived at the meeting at 5:12 p.m.*

**NON-CONSENT:**

**9. HEADWORKS REHABILITATION AT PLANT NO. 1, PROJECT NO. P1-105** [2020-1010](#)

**Originator:** Kathy Millea

Director of Engineering Kathy Millea provided a PowerPoint presentation which described the necessity for the sole source.

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

Adopt Resolution No. OCSD 20-XX entitled, "A Resolution of the Board of Directors of the Orange County Sanitation District, making findings pursuant to Public Contract Code Section 3400 in support of the sole source specification of SUEZ Water Technologies & Solutions for refurbishing four existing bar screens and for furnishing two new bar screens for Headworks Rehabilitation at Plant No. 1, Project No. P1-105".

**AYES:** Robert Collacott, Mariellen Yarc, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Sandra Massa-Lavitt, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

**NOES:** None

**ABSENT:** Brad Avery and Allan Bernstein

**ABSTENTIONS:** None

*Director Allan Bernstein arrived at the meeting at 5:17 p.m.*

**10. HEADWORKS REHABILITATION AT PLANT NO. 1, PROJECT NO. [2019-832](#)  
P1-105**

**Originator:** Kathy Millea

Director of Engineering Kathy Millea provided a PowerPoint presentation which described the need for the sole source.

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

Adopt Resolution No. OCSD 20-XX entitled, "A Resolution of the Board of Directors of the Orange County Sanitation District, making findings pursuant to Public Contract Code Section 3400 in support of the sole source specification of Huber Technology for grit washing and dewatering systems for Headworks Rehabilitation at Plant No. 1, Project No. P1-105".

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

**NOES:** None

**ABSENT:** Brad Avery

**ABSTENTIONS:** None

**11. A-SIDE PRIMARY TREATMENT CLARIFIERS REPLACEMENT AT [2020-1012](#)  
PLANT NO. 2, PROJECT NO. P2-98A**

**Originator:** Kathy Millea

Director of Engineering Kathy Millea provided a PowerPoint presentation which described the need for the sole source, and responded to questions from the Committee.

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

Adopt Resolution No. OCSD 20-XX entitled, "A Resolution of the Board of Directors of the Orange County Sanitation District, making findings pursuant to Public Contract Code Section 3400 in support of the Sole Source Specification of Hallsten Corporation, manufacturer of Truss Supported Flat Aluminum Covers for A-Side Primary Clarifiers Replacement at Plant No. 2, Project No. P2-98A, as part of Primary Treatment Rehabilitation at Plant No. 2, Project No. P2-98".

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

**NOES:** None

**ABSENT:** Brad Avery

**ABSTENTIONS:** None

*Director Bernstein departed the meeting at 5:30 p.m.*

**12. TPAD DIGESTER FACILITY AT PLANT NO. 2, PROJECT NO. P2-128** [2020-1013](#)

**Originator:** Kathy Millea

Director of Engineering Kathy Millea provided an informative PowerPoint presentation and responded to questions from the Committee.

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

A. Approve a Professional Design Services Agreement with Brown and Caldwell to provide engineering services for Temperature Phased Anaerobic Digestion (TPAD) Digester Facility at Plant No. 2, Project No. P2-128, for an amount not to exceed \$39,300,000; and

B. Approve a contingency of \$3,930,000 (10%).

**AYES:** Mariellen Yarc, Doug Chaffee, Brooke Jones, Steve Jones, Lucille Kring, Sandra Massa-Lavitt, Nelida Mendoza, Jesus Silva, Fred Smith, David Shawver and John Withers

**NOES:** None

**ABSENT:** Brad Avery and Allan Bernstein

**ABSTENTIONS:** None

**RECUSED:** Robert Collacott

**INFORMATION ITEMS:**

None.

**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:**

Chair Collacott requested an update on the Food Waste Processing Facility project.

Board Chair David Shawver wished everyone a Happy 4th of July!

**ADJOURNMENT:**

Chair Collacott declared the meeting adjourned at 5:43 p.m. to the meeting to be held on Wednesday, September 2, 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 #:** 2020-1145

**Agenda Date:** 9/2/2020

**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 June 30, 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 June 30, 2020. This report is updated quarterly.

**ATTACHMENT**

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

- Capital Improvement Program Contract Performance Report for the period ending June 30, 2020



# **ORANGE COUNTY SANITATION DISTRICT**

## **Capital Improvement Program**

### **Contract Performance Report**

For the period ending June 30, 2020

DATE: August 18, 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**

|   |         |
|---|---------|
| <u>Part 1 – Construction Contracts</u>                        | page 2  |
| Active Construction Contracts                                 |         |
| Construction Contracts Closed in Last Quarter                 |         |
| Cumulative Change Order Rates – Closed Construction Contracts |         |
| <u>Part 2 – Engineering Services Agreements</u>               | page 7  |
| Active Engineering Services Agreements                        |         |
| Active Task Orders by Master Agreement                        |         |
| <u>Part 3 - Master Budget Projects</u>                        | page 11 |
| 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      |         |
| <u>Part 4 - Supplemental Engineering Services Contract</u>    | page 17 |
| Supplemental Engineering Services Contract Status             |         |
| Supplemental Engineering Services Contract Labor Summary      |         |



# **ORANGE COUNTY SANITATION DISTRICT**

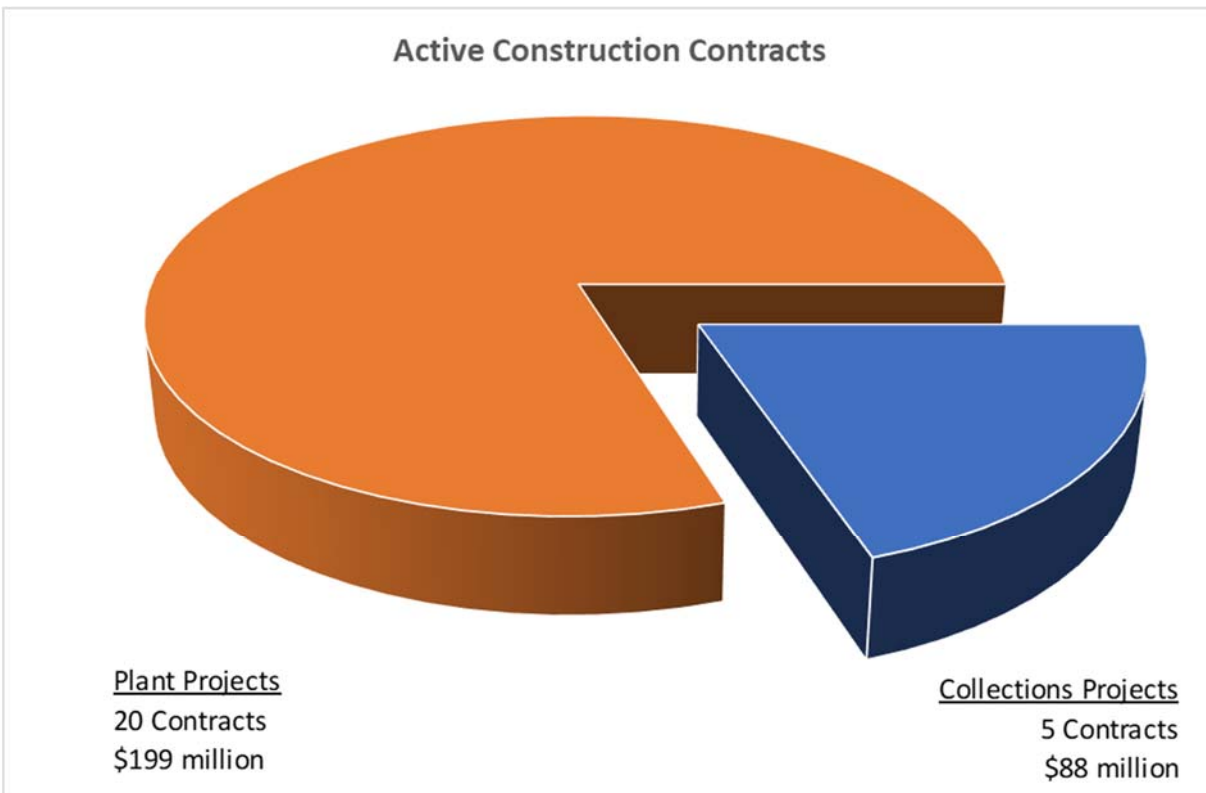
## **Capital Improvement Program**

### **Contract Performance Report**

For the period ending June 30, 2020

## **PART 1 - CONSTRUCTION CONTRACTS**

Table 1 lists the construction contracts active as of June 30, 2020. The graph below shows the number and total value of projects broken down plant and collections.



Three construction contracts were closed in this quarter, as listed in Table 2.

**Capital Improvement Program Contract Performance Report  
for Quarter Ending 06/30/2020**

**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 |
|---|--|------------|--------------------|---------------|-------------------------|----------------------|---------------------|------------------|-----------------------|
| <b>2-72 Newhope-Placencia Trunk Replacement</b>                                     |  |            |                    |               |                         |                      |                     |                  |                       |
| 2-72B Newhope-Placencia Trunk Replacement, Segment B                                | OHL USA, INC.                              | 06/15/2018 | \$58,242,000       | \$1,524,368   | \$59,766,368            | 6.5%                 | 6.5%                | 2.6%             | 3.9%                  |
| <b>3-62 Westminster Blvd Force Main Replacement</b>                                 |  |            |                    |               |                         |                      |                     |                  |                       |
| 3-62 Westminster Blvd Force Main Replacement  | Teichert Energy & Utilities Group, Inc.    | 12/18/2019 | \$27,743,000       | \$0           | \$27,743,000            | 10.0%                | 10.0%               | 0.0%             | 10.0%                 |
| <b>J-117 Ocean Outfall System Rehabilitation</b>                                    |  |            |                    |               |                         |                      |                     |                  |                       |
| J-117B Outfall Low Flow Pump Station  | Shimmick Construction Co., Inc.            | 12/19/2018 | \$90,200,000       | \$176,877     | \$90,376,877            | 8.0%                 | 8.0%                | 0.2%             | 7.8%                  |
| <b>J-126 Safety Improvements Program</b>  |  |            |                    |               |                         |                      |                     |                  |                       |
| 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, Inc.                              | 10/24/2018 | \$786,000          | \$19,905      | \$786,000               | 10.0%                | 10.0%               | 2.5%             | 7.5%                  |
| <b>M-FE Small Construction Projects Program</b>                                     |  |            |                    |               |                         |                      |                     |                  |                       |
| FE17-01 Carbon Canyon Pipeline Sag Repairs  | Mike Pritch and Sons, Inc.                 | 10/02/2019 | \$510,000          | \$0           | \$510,000               | 10.0%                | 10.0%               | 0.0%             | 10.0%                 |
| FE18-11 Headworks Explosive Gas Monitoring Systems at Plant No. 1 and No. 2         | Baker Electric                             | 01/22/2020 | \$223,984          | \$0           | \$223,984               | 10.0%                | 10.0%               | 0.0%             | 10.0%                 |
| FE18-17 Trunkline Sampler Power Feed at Plant No 2                                  | M. Brey Electric, Inc.                     | 03/25/2020 | \$101,050          | \$0           | \$101,050               | 20.0%                | 20.0%               | 0.0%             | 20.0%                 |
| 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%                 |
| FE18-19 12KV Distribution B and East RAS Pump Station Roofing Replacement           | O'Connell Engineering & Construction, Inc. | 05/27/2020 | \$674,800          | \$0           | \$674,800               | 10.0%                | 10.0%               | 0.0%             | 10.0%                 |
| <b>M-FR-820 Master Operationally Funded</b>   |  |            |                    |               |                         |                      |                     |                  |                       |
| 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%                 |
| <b>M-FR-880 Master Operationally Funded</b>   |  |            |                    |               |                         |                      |                     |                  |                       |
| MP-105 P2 CENGEN Steam Turbine Rehabilitation                                       | Dresser-Rand                               | 03/25/2018 | **\$484,220        | \$0           | \$484,220               | 20.0%                | 2.5%                | 0.0%             | 2.5%                  |
| MP-248 P2 Secondary Clarifier Repairs (AS Plant)                                    | W. M. Lyles Company                        | 06/26/2019 | \$3,048,000        | \$42,255      | \$3,090,255             | 10.0%                | 10.0%               | 1.4%             | 8.6%                  |
| 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%                 |
| <b>M-SM-CAP Operations &amp; Maintenance Capital Program</b>                        |  |            |                    |               |                         |                      |                     |                  |                       |
| SC17-03 CenGen Oil Filter Platform  | Metro Builders & Engineers Group, Ltd.     | 12/04/2019 | \$134,479          | \$10,968      | \$134,479               | 10.0%                | 10.0%               | 8.2%             | 1.8%                  |
| <b>P1-115 Title 24 Access Compliance and Building Rehabilitation Project</b>        |  |            |                    |               |                         |                      |                     |                  |                       |
| 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%                  |
| <b>P1-128 Headquarters Complex</b>  |  |            |                    |               |                         |                      |                     |                  |                       |
| P1-128C Headquarters Complex Site Preparation                                       | Resource Environmental, Inc.               | 6/24/2020  | \$1,555,000        | \$0           | \$1,555,000             | 10.0%                | 10.0%               | 0.0%             | 10.0%                 |
| <b>P1-129 Return Activated Sludge Piping Replacement at</b>                         |  |            |                    |               |                         |                      |                     |                  |                       |
| 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%                 |
| <b>P2-122 Headworks Modifications at Plant No. 2 for GWRS Final Expansion</b>       |  |            |                    |               |                         |                      |                     |                  |                       |
| 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%                 |



**Capital Improvement Program Contract Performance Report  
for Quarter Ending 06/30/2020**

**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 |
|---|---------------------------------|--------------|----------------------|--------------------|-------------------------|----------------------|---------------------|------------------|-----------------------|
| <b>P2-123</b> <b>Return Activated Sludge Piping Replacement at Plant 2</b><br>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%                 |
| <b>P2-92</b> <b>Sludge Dewatering and Odor Control at Plant 2</b><br>P2-92    Sludge Dewatering and Odor Control at Plant 2                   | Shimmick Construction Co., Inc. | 01/12/2015   | \$49,850,000         | \$2,530,887        | \$52,380,887            | 5.0%                 | 6.0%                | 5.1%             | 0.9%                  |
| <b>P2-98</b> <b>Primary Treatment Rehabilitation at Plant No. 2</b><br>P2-98B    B/C-Side Primary Clarifiers Interim Repair at Plant 2        | Myers & Sons Construction, LLC  | 01/23/2019   | \$8,665,000          | \$38,833           | \$8,703,833             | 10.0%                | 10.0%               | 0.4%             | 9.6%                  |
| <b>M-FR-870</b> <b>Master Operationally Funded</b><br>MP-276    Central Generation Engine Overhauls at Plant No. 1 and Plant No. 2            | UPS Midstream Services, Inc.    | 10/23/2019   | \$5,636,335          | \$0                | \$5,636,335             | 20.0%                | 20.0%               | 0.0%             | 20.0%                 |
|   |                                 | <b>Total</b> | <b>\$283,073,881</b> | <b>\$4,406,204</b> | <b>\$287,449,212</b>    |                      |                     |                  |                       |

\*\* Original Award was \$245,424, and later amended to \$484,220 with a contingency reduction by Board Action on 4/22/20

### Table 2 - Construction Contracts Closed in Last Quarter

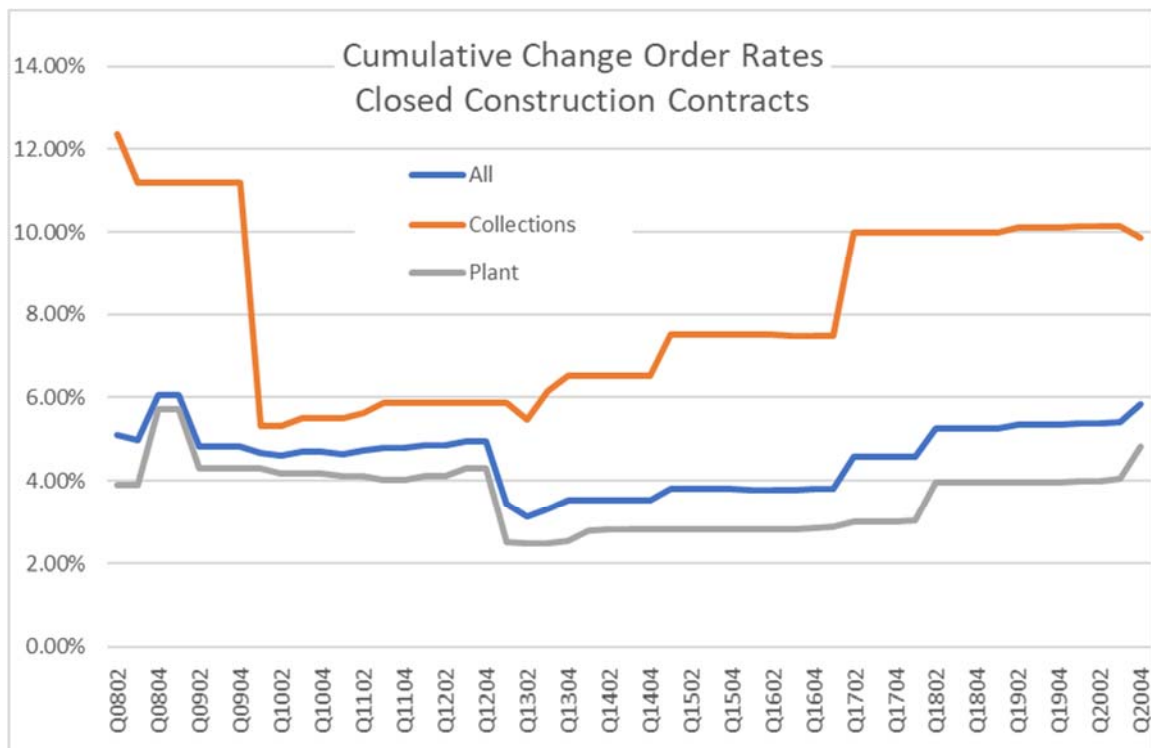
Page 5



## ORANGE COUNTY SANITATION DISTRICT Capital Improvement Program Contract Performance Report

For the period ending June 30, 2020

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.





# **ORANGE COUNTY SANITATION DISTRICT**

## **Capital Improvement Program**

### **Contract Performance Report**

For the period ending June 30, 2020

## **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 06/30/2020**

**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 |
|--|------|--|------------|--------------------|--------------|-------------------------|----------------------|---------------------|------------------|-----------------------|
| <b>2-41-8 SARI Rock Stabilizers Removal</b>  |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                 |
| <b>2-72 Newhope-Placentia Trunk Replacement</b>  |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                 |
| <b>3-62 Westminster Blvd Force Main Replacement</b>                                      |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                 |
| <b>3-64 Rehabilitation of Western Regional Sewers</b>                                    |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                  |
| <b>3-67 Seal Beach Pump Station Replacement</b>  |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                 |
| <b>5-60 Newport Force Main Rehabilitation</b>  |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                  |
| <b>5-67 Bay Bridge Pump Station Replacement</b>  |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 5-67 Bay Bridge Pump Station Replacement   | PDSA | Arcadis US Inc.                        | 10/25/2017 | \$7,137,000        | \$493,983    | \$7,505,955             | 10.0%                | 10.0%               | 6.9%             | 3.1%                  |
| <b>6-17 District 6 Trunk Sewer Relief</b>  |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                 |
| <b>7-66 Sunflower and Red Hill Interceptor Repairs</b>                                   |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                 |
| <b>J-117 Ocean Outfall System Rehabilitation</b>   |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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        | \$346,857    | \$8,910,770             | 10.0%                | 10.0%               | 4.1%             | 5.9%                  |
| <b>J-124 Digester Gas Facilities Rehabilitation</b>                                      |      |  |            |                    |              |                         |                      |                     |                  |                       |
| J-124 Digester Gas Facilities Rehabilitation   | PDSA | Brown and Caldwell                     | 11/15/2017 | \$11,770,000       | -\$36,411    | \$11,733,589            | 10.0%                | 10.0%               | 0.0%             | 10.0%                 |
| <b>J-126 Safety Improvements Program</b>   |      |  |            |                    |              |                         |                      |                     |                  |                       |
| J-126 Safety Improvements Program  | PDSA | Arcadis                                | 08/29/2016 | **\$3,040,000      | \$0          | \$3,040,000             | 10.0%                | 10.0%               | 0.0%             | 10.0%                 |
| <b>J-98 Electrical Power Distribution System Improvements</b>                            |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                 |
| <b>M-FE Small Construction Projects Program</b>  |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                 |
| <b>M-RESEAR Research Program</b>   |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                  |
| <b>M-STUDIES Planning Studies Program</b>  |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                 |
| <b>P1-101 Sludge Dewatering and Odor Control at Plant 1</b>                              |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                  |
| <b>P1-105 Headworks Rehabilitation at Plant 1</b>  |      |  |            |                    |              |                         |                      |                     |                  |                       |
| P1-105 Headworks Rehabilitation at Plant 1   | PDSA | Carollo Engineers, Inc.                | 05/27/2015 | \$17,528,957       | \$7,744,413  | \$25,273,370            | 10.0%                | 51.0%               | 44.2%            | 6.8%                  |
| <b>P1-128 Headquarters Complex</b>   |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                 |
| P1-128C Headquarters Complex Site Preparation  | PCSA | HDR Engineering, Inc.                  | 6/24/2020  | \$178,000          | \$0          | \$178,000               | 10.0%                | 10.0%               | 0.0%             | 10.0%                 |
| <b>P1-129 Return Activated Sludge Piping Replacement at Activated Sludge Plant No. 1</b> |      |  |            |                    |              |                         |                      |                     |                  |                       |
| 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%                  |

**Capital Improvement Program Contract Performance Report  
for Quarter Ending 06/30/2020**

**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 |
|---|------|-----------------------------------|------------|----------------------|---------------------|-------------------------|----------------------|---------------------|------------------|-----------------------|
| <b>P1-132 Uninterruptable Power Supply Improvements at Plant 1</b>                          |      |                                   |            |                      |                     |                         |                      |                     |                  |                       |
| 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%                 |
| <b>P1-133 Primary Sedimentation Basins No. 6-31 Reliability Improvements at Plant No. 1</b> |      |                                   |            |                      |                     |                         |                      |                     |                  |                       |
| 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%                 |
| <b>P2-110 Consolidated Demolition and Utility Improvements at Plant 2</b>                   |      |                                   |            |                      |                     |                         |                      |                     |                  |                       |
| 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%                 |
| <b>P2-122 Headworks Modifications at Plant No. 2 for GWRS Final Expansion</b>               |      |                                   |            |                      |                     |                         |                      |                     |                  |                       |
| 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%                 |
| <b>P2-123 Return Activated Sludge Piping Replacement at Plant 2</b>                         |      |                                   |            |                      |                     |                         |                      |                     |                  |                       |
| 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%                 |
| <b>P2-124 Interim Food Waste Receiving Facility</b>   |      |                                   |            |                      |                     |                         |                      |                     |                  |                       |
| 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%                  |
| <b>P2-92 Sludge Dewatering and Odor Control at Plant 2</b>                                  |      |                                   |            |                      |                     |                         |                      |                     |                  |                       |
| 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%                 |
| <b>P2-98 Primary Treatment Rehabilitation at Plant No. 2</b>                                |      |                                   |            |                      |                     |                         |                      |                     |                  |                       |
| 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%                 |
| <b>SP-152 Climate Resiliency Study</b>  |      |                                   |            |                      |                     |                         |                      |                     |                  |                       |
| 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%                  |
| <b>SP-196 Process Control Systems Upgrades Study</b>  |      |                                   |            |                      |                     |                         |                      |                     |                  |                       |
| 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%                  |
| <b>Total</b>  |      |                                   |            | <b>\$154,287,795</b> | <b>\$12,621,172</b> | <b>\$166,783,939</b>    |                      |                     |                  |                       |

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

**Capital Improvement Program Contract Performance Report  
for Quarter Ending 06/30/2020**

**Table 4 - Active Task Orders by Master Agreement**

| Master Agreement / Project  | Consultant            | Award Date | Original Task Order Value | Amendments | Current Task Order Value |
|---|-----------------------|------------|---------------------------|------------|--------------------------|
| <b>2012 Master Professional Design Service Agreements (Expired)</b>                               |                       |            |                           |            |                          |
| FE10-21 Area 02 Craig Regional Park Manhole Improvements  | GHD                   | 10/8/2012  | \$58,440                  | \$41,560   | \$100,000                |
| <b>2015 Master Professional Design Service Agreements (Expired)</b>                               |                       |            |                           |            |                          |
| FE14-05 Plant No. 1 Fleet Services UST Leak Remediation   | Dudek                 | 9/1/2015   | \$86,116                  | \$73,137   | \$159,253                |
| <b>2017 Master Agreements for Wastewater Treatment Planning Studies</b>                           |                       |            |                           |            |                          |
| 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                |
| <b>2017 Master Agreements for Collection Planning Studies</b>                                     |                       |            |                           |            |                          |
| No Task Orders Issued to Date   | --                    | --         | --                        | --         | --                       |
| <b>2017 Master Agreements for CEQA Studies</b>  |                       |            |                           |            |                          |
| No Task Orders Issued to Date   | --                    | --         | --                        | --         | --                       |
| <b>2018 Master Professional Design Service Agreements</b>   |                       |            |                           |            |                          |
| FE18-06 CenGen Instrument Air Compressors Replacement at Plant No. 1 and No. 2                    | IDS Group, Inc.       | 04/28/2020 | \$89,876                  | \$0        | \$89,876                 |
| FE18-13 Redhill Relief Sewer Relocation at State Route 55   | GHD, Inc.             | 3/27/2020  | \$168,612                 | \$0        | \$168,612                |
| 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                |
| FE18-15 Plant Boiler System Relief at Plant No. 2   | IDS Group, Inc.       | 10/22/2019 | \$23,299                  | \$0        | \$23,299                 |
| FE18-16 Truck Loading Basement Drain Modifications at Plant No. 1                                 | GHD, Inc.             | 12/4/2019  | \$70,130                  | \$0        | \$70,130                 |
| FE18-19 12KV Distribution Center B and East RAS Pump Station Roof Replacement                     | HDR Engineering, Inc. | 09/16/2019 | \$74,771                  | \$8,672    | \$83,443                 |
| FE19-02 Cengen Plant Water Pipe Replacement at Plant No. 1  | AECOM                 | 04/30/2020 | \$156,498                 | \$0        | \$156,498                |
| FE19-06 EPSA Motor Cooling Improvements at Plant No. 2  | IDS Group, Inc.       | 05/05/2020 | \$88,206                  | \$0        | \$88,206                 |
| FR2-0013 Trickling Filter Sludge Pump Room Exhaust Fan Relocation at Plant No. 2                  | AECOM                 | 11/6/2019  | \$75,120                  | \$0        | \$75,120                 |
| J-127 Natural Gas Pipelines Replacement at Plant Nos. 1 and 2                                     | Black & Veatch        | 1/21/2019  | \$271,964                 | \$0        | \$271,964                |
| P1-135 Digester Ferric Chloride Piping Replacement at Plant No. 1                                 | Dudek                 | 2/19/2020  | \$127,174                 | \$0        | \$127,174                |
|   |                       | Total      | \$2,008,730               | \$123,369  | \$2,132,099              |



# **ORANGE COUNTY SANITATION DISTRICT**

## **Capital Improvement Program**

### **Contract Performance Report**

For the period ending June 30, 2020

### **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.

| <b>Master Program Title</b>              | <b>Status Table</b> |
|--|---------------------|
| 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 06/30/2020**  
**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  | Closed | \$ 3,820,824         |
| 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 | \$ 1,247,000         |
| PS17-10                       | Emergency Overflow Weirs, Wing Wall Structural and Geotechnical Investigations | Active | \$ 465,000           |
| PS18-01                       | Asset Management Plan Development  | Closed | \$ 331,035           |
| 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             | Closed | \$ 43,269            |
| PS19-03                       | Laboratory Rehabilitation Feasibility Study                                    | Active | \$ 450,000           |
| PS19-04                       | Chemical Evaluation Study at Plant No 1 and 2                                  | Closed | \$ 977               |
| PS19-05                       | Collection System Flow Level Monitoring Study                                  | Closed | \$ -                 |
| <b>Grand Total</b>            |  |        | <b>\$ 22,529,805</b> |
| Number of Chartered Projects  |  |        | 19                   |
| Board Approved Program Budget |  |        | \$ 28,652,000        |
| Remaining Unallocated Budget  |  |        | \$ 6,122,195         |

**Capital Improvement Program Contract Performance Report  
for Quarter Ending 06/30/2020  
Table 6 - Research Program Status Report**

| Project Number                | Project Name   | Status | Allocated Budget    |
|-------------------------------|--|--------|---------------------|
| RE17-01                       | Operational Research Technical Support FY18-19               | Closed | \$ 656,506          |
| 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                   | Closed | \$ 19,628           |
| RE17-05                       | Organica FCR Process   | Closed | \$ 15,564           |
| 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                  | Closed | \$ 109,068          |
| RE18-02                       | Protein Matrix Demonstration Study at Plant No 1             | Active | \$ 310,000          |
| RE19-01                       | Primary Scum Equipment Evaluation at Plant No. 1             | Active | \$ 31,000           |
| <b>Grand Total</b>            |  |        | <b>\$ 2,141,938</b> |
| Number of Chartered Projects  |  |        | 10                  |
| Board Approved Program Budget |  |        | \$ 8,500,000        |
| Remaining Unallocated Budget  |  |        | \$ 6,358,062        |

**Capital Improvement Program Contract Performance Report  
for Quarter Ending 06/30/2020  
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 | \$ 1,359,000         |
| 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   | Closed | \$ 960,000           |
| FE16-10                       | East Basin Distribution Box Repair  | Closed | \$ 1,013,850         |
| FE16-11                       | Lane Channel Crossing   | Active | \$ 500,000           |
| FE16-14                       | Slater Pump Station Valve Replacements  | Closed | \$ 946,940           |
| FE17-01                       | Carbon Canyon Pipeline Sag Repairs  | Active | \$ 873,000           |
| FE17-03                       | Battery Storage System at Plant No. 1   | Active | \$ 612,000           |
| 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 | \$ 158,000           |
| FE18-11                       | Headworks Explosive Gas Monitoring Systems at Plant No. 1 and No. 2                       | Active | \$ 470,000           |
| 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 | \$ 215,000           |
| 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 | \$ 2,250,000         |
| FE19-03                       | Trickling Filter Sludge and Scum Pumps Replacement at Plant No. 1                         | Active | \$ 1,100,000         |
| FE19-04                       | Sunflower Pump Replacement at Plant No. 1   | Active | \$ 6,300,000         |
| 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 | \$ 550,000           |
| FE19-08                       | Secondary Treatment VFD Replacements at Plant No. 2                                       | Active | \$ 3,337,000         |
| FE19-09                       | Newhope - Placentia Trunk Grade Separation Replacement Repairs                            | Active | \$ 500,000           |
| FE19-10                       | Digesters C, D, F, G and I Gas Balance Lines Replacement at Plant No. 2                   | Active | \$ 200,000           |
| FE19-11                       | Primary Clarifiers Nos. 6-31 Lighting and Alarm Improvements at Plant No. 1               | Active | \$ 1,250,000         |
| FE19-12                       | Rebuild Shop Fume Extractor Installation at Plant No 1                                    | Active | \$ 325,000           |
| FE19-13                       | VFD Replacements at Seal Beach Pump Station   | Active | \$ 690,000           |
| <b>Grand Total</b>            |   |        | <b>\$ 41,170,701</b> |
| Number of Chartered Projects  |   |        | 35                   |
| Board Approved Program Budget |   |        | \$ 53,250,000        |
| Remaining Unallocated Budget  |   |        | \$ 12,079,299        |

**Capital Improvement Program Contract Performance Report  
for Quarter Ending 06/30/2020  
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                    | Closed | \$ 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                       | Graphic Workstations for PAO                      | Closed | \$ 15,000           |
| IT17-14                       | Specialized Application Programing & Support      | Active | \$ 600,000          |
| IT17-15                       | Data Storage Replac/Obsolescens                   | Closed | \$ 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         | Closed | \$ 90,000           |
| IT18-05                       | Trusted System Document Management                | Active | \$ 100,000          |
| IT18-06                       | Server Replacement and Obsolescence FY18/19-19/20 | Closed | \$ 900,000          |
| IT18-07                       | Network Equipment FY18/19-19/20                   | Closed | \$ 850,000          |
| IT18-09                       | Records Management Information System             | Active | \$ 100,000          |
| IT18-10                       | Board Services Management System                  | Closed | \$ 60,000           |
| IT18-11                       | IT Security Budget 2018-2019                      | Closed | \$ 150,000          |
| IT19-01                       | IT Safety VPP Systems (IT19-01)                   | Active | \$ 150,000          |
| IT19-02                       | IT Enterprise Replication (IT19-02)               | Active | \$ 150,000          |
| IT19-03                       | IT HP Plotter (IT19-03)                           | Closed | \$ 150,000          |
| IT19-04                       | IT HCI for ICS and ICS-DMZ (IT19-04)              | Active | \$ 150,000          |
| IT19-05                       | IT P1 & P2 Data Refresh (IT19-05)                 | Active | \$ 150,000          |
| <b>Grand Total</b>            |   |        | <b>\$ 8,577,444</b> |
| Number of Chartered Projects  |   |        | 37                  |
| Board Approved Program Budget |   |        | \$ 10,000,000       |
| Remaining Unallocated Budget  |   |        | \$ 1,422,556        |

**Capital Improvement Program Contract Performance Report  
for Quarter Ending 06/30/2020  
Table 9 - Operations & Maintenance Capital Program Status Report**

| Project Number                | Project Name  | Status | Allocated Budget    |
|-------------------------------|---|--------|---------------------|
| 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                                  | Closed | \$ 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 | \$ -                |
| SC18-11                       | Lido PS Camlock Con Panel Inst (SC18-11)                                    | Active | \$ -                |
| SC19-02                       | Truck Loading-Conveyors 3&6 (SC19-02)                                       | Active | \$ 359,176          |
| SC19-03                       | Return Activated Sludge Pump Station Elevator Rehabilitation at Plant No. 2 | Active | \$ 890,000          |
| SC19-04                       | Standby Generator Diesel Day Tank Improvements at Plant No. 1               | Active | \$ 250,000          |
| SC19-06                       | EPSA Standby Power Generator Control Upgrades at Plant No. 2                | Active | \$ 1,251,500        |
| <b>Grand Total</b>            |   |        | <b>\$ 5,881,800</b> |
| Number of Chartered Projects  |   |        | 21                  |
| Board Approved Program Budget |   |        | \$ 15,622,000       |
| Remaining Unallocated Budget  |   |        | \$ 9,740,200        |



# **ORANGE COUNTY SANITATION DISTRICT** **Capital Improvement Program** **Contract Performance Report** For the period ending June 30, 2020

## **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**

|                 | <b>Total Fees</b> | <b>Time</b>              |
|-----------------|-------------------|--------------------------|
| Contract        | \$41,000,000      | 86 months <sup>(1)</sup> |
| Actuals to Date | \$21,232,459 52%  | 50 months 58%            |
| Remaining       | \$19,767,541 48%  | 36 months 42%            |

<sup>(1)</sup> Assuming three 1-year extensions

**Table 11 - Supplemental Engineering Services Labor Summary**

|                           | <b>This Quarter</b> | <b>Inception to Date</b> |
|---------------------------|---------------------|--------------------------|
| Labor Hours               | 9,638               | 158,698                  |
| Full Time Equivalents     | 21.4                | 21.2                     |
| Labor Costs (no expenses) | \$1,266,770         | \$20,795,266             |
| Average Hourly Rate       | \$127               | \$131                    |



OPERATIONS COMMITTEE

Agenda Report

---

**File #:** 2020-1185

**Agenda Date:** 9/2/2020

**Agenda Item No:** 3.

---

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

**SUBJECT:**

**GISLER-RED HILL INTERCEPTOR REHABILITATION, PROJECT NO. 7-65**

**GENERAL MANAGER'S RECOMMENDATION**

**RECOMMENDATION:** Recommend to the Board of Directors to:

- A. Approve a Professional Design Services Agreement with CDM Smith to provide engineering services for Gisler-Red Hill Interceptor Rehabilitation, Project No. 7-65, for an amount not to exceed \$1,754,000; and
- B. Approve a contingency of \$175,400 (10%).

**BACKGROUND**

The Orange County Sanitation District (Sanitation District) owns and maintains regional conveyance facilities in the Cities of Costa Mesa and Irvine, including the 30 and 33-inch diameter Gisler-Red Hill Interceptor and the Baker Force Mains. The Gisler-Red Hill Interceptor runs approximately 15,000 feet from near Main Street Pump Station to College Avenue Pump Station near Harbor Blvd.; mostly just south of the 405 Freeway in the Cities of Costa Mesa and Irvine. The Baker Force Mains are two 42-inch diameter force mains running approximately 6,000 feet from Main Street Pump Station to Baker Street; mostly along Airway Avenue in the City of Costa Mesa. The facilities range in age from 30 to 55 years. The interceptor and force mains are not capacity deficient.

**RELEVANT STANDARDS**

- Achieve less than 2.1 sewer spills per 100 miles
- Protect Orange County Sanitation District assets
- California Government Code §4526: Select the “best qualified firm” and “negotiate fair and equitable fees”

**PROBLEM**

Condition assessments completed in 2015 and 2017 on the Gisler-Red Hill Interceptor indicate corrosion in most of the manholes, as well as multiple cracks in the vitrified clay piping. The Baker Force Mains have corrosion and liner failures due to the corrosive gas migration from the wet wells.

**PROPOSED SOLUTION**

Award a Professional Design Services Agreement for Gisler-Red Hill Interceptor Rehabilitation, Project No. 7-65. The project will rehabilitate the Gisler-Red Hill Interceptor and the Baker Force Mains.

**TIMING CONCERNS**

The schedule driver of this project is to resolve the safety and reliability risks associated with deteriorated facilities to reduce the risks of potential spills and structural failures.

**RAMIFICATIONS OF NOT TAKING ACTION**

Increased risk of failure of the pipes due to continued corrosion causing a sewage spill, and, potentially, property damage.

**PRIOR COMMITTEE/BOARD ACTIONS**

N/A

**ADDITIONAL INFORMATION**Consultant Selection:

The Sanitation District requested and advertised for proposals for Gisler-Red Hill Interceptor Rehabilitation, Project No. 7-65, on May 13, 2020. The following evaluation criterion were described in the Request for Proposals (RFP) and used to determine the most qualified Consultant.

| CRITERION                             | WEIGHT |
|---------------------------------------|--------|
| Project Understanding and Approach    | 35%    |
| Related Project Experience            | 30%    |
| Project Team and Staff Qualifications | 35%    |

Six proposals were received on June 30, 2020 and evaluated in accordance with the evaluation process set forth in Sanitation District Board of Directors' Purchasing Ordinance No. OCSD-52 (Purchasing Ordinance) by a pre-selected Evaluation Team consisting of the Sanitation District staff: Senior Engineer (Project Manager), Associate Engineer (Project Engineer), two Engineering Supervisors, and a Maintenance Supervisor. The Evaluation Team also included one non-voting representative from the Contracts Administration Division.

The Evaluation Team scored the proposal on the established criterion as summarized in the table below:

|   | Firm      | Approach (Max 40) | Related Experience (Max 30) | Team (Max 30) | Total Score (Max 100) |
|---|-----------|-------------------|-----------------------------|---------------|-----------------------|
| 1 | CDM Smith | 31                | 23                          | 29            | 83                    |



|   |  |    |    |    |    |
|---|--|----|----|----|----|
| 2 | GHD                                    | 20 | 14 | 17 | 51 |
| 3 | Michael Baker International, Inc.      | 13 | 13 | 15 | 41 |
| 4 | Tetra Tech                             | 10 | 13 | 14 | 37 |
| 5 | Lockwood, Andrews & Newnam, Inc. (LAN) | 11 | 10 | 11 | 32 |
| 6 | Atkins North America, Inc.             | 8  | 11 | 13 | 32 |

Following scoring, the Evaluation Team concluded that interviews were not necessary to determine the most qualified consultant. CDM Smith was selected as the most qualified Consultant based on their superior project approach and detailed understanding of the risks involved with the project. The team and related project experience directly related to rehabilitation of both gravity and force mains are well suited to the scope and likely challenges of the current project.

#### Review of Fee Proposal and Negotiations:

Proposals were accompanied by sealed fee proposals. Only the fee proposal of the Evaluation Committee's highest-ranked firm, as approved by the Director of Engineering, was opened in accordance with the Purchasing Ordinance.

Staff conducted negotiations with CDM Smith to clarify the requirements of the Scope of Work, the assumptions used for the estimated level of effort, and the proposed approach to meet the goals and objectives for the project. Negotiations were held with multiple follow up e-mails and calls. The fee decreased due to project meetings being held virtually instead of in person and minor revisions of effort required by subconsultants.

|             | Original Fee Proposal | Negotiated Fee |
|-------------|-----------------------|----------------|
| Total Hours | 7,099                 | 6,750          |
| Total Fee   | \$1,971,681           | \$1,754,000    |

The Consultant's fringe and overhead costs, which factor into the billing rate, have been substantiated. The contract profit is 7.77%, which is based on an established formula based on the Sanitation District's standard design agreements.

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

#### **CEQA**

The project is exempt from CEQA under the Class 1 categorical exemptions set forth in California Code of Regulations Sections 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 Board award of the Professional Design Services Agreement contract.

### **FINANCIAL CONSIDERATIONS**

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted. (Adopted Budget, Fiscal Year 2020-2021 and 2021-2022, Section 8, Page 33) and the project budget is sufficient for the recommended action.

### **ATTACHMENT**

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

- Professional Design Services Agreement

RL:dm:qc

## **PROFESSIONAL DESIGN SERVICES AGREEMENT**

THIS AGREEMENT, is made and entered into to be effective the 23rd day of September, 2020 by and between the ORANGE COUNTY SANITATION DISTRICT, hereinafter referred to as "SANITATION DISTRICT", and **CDM SMITH INC.**, for purposes of this Agreement hereinafter referred to as "CONSULTANT".

### **WITNESSETH:**

WHEREAS, the SANITATION DISTRICT desires to engage a CONSULTANT for **Gisler – Red Hill Interceptor and Baker Force Mains Rehabilitation, Project No. 7-65**; and to provide Design services for pipe/manhole/force main rehabilitation technologies. The purpose of the project is to perform a pipeline, manhole, and force main condition rehabilitation based on a review of the existing CCTV videos and inspection reports. The successful Proposer will be responsible for performing engineering and design services to recommend and design appropriate rehabilitation procedures and to prepare bid and construction documents for rehabilitation of the system; and,

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

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

WHEREAS, at its regular meeting on September 23, 2020 the Board of Directors, by Minute Order, accepted the recommendation of the Operations Committee pursuant to SANITATION DISTRICT's Purchasing Ordinance to approve this Agreement between the SANITATION DISTRICT and CONSULTANT.

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

#### **1. SCOPE OF WORK**

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

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all design, drawings, specifications, and other services furnished by the CONSULTANT under this Agreement, including the work performed by its Subconsultants. Where approval by the SANITATION DISTRICT is indicated, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards and liability for damages caused by errors, omissions, noncompliance with industry standards, and/or negligence on the part of the CONSULTANT or its Subconsultants.

- B. CONSULTANT is responsible for the quality of work prepared under this Agreement and shall ensure that all work is performed to the prevailing standards of engineering practice for clarity, uniformity, and completeness. CONSULTANT shall respond to all comments, suggestions, and recommendations on the SANITATION DISTRICT's review comment sheets (i.e. DS1, DS2 and DS3). All comments shall be incorporated into the design prior to the next submittal deadline or addressed, in writing, as to why the comment has not been incorporated. CONSULTANT shall ensure that each submittal is 100% accurate for the level of work submitted (i.e. correct references, terms, capitalization or equal status, spelling, punctuation, etc.)
- C. In the event that work is not performed to the satisfaction of the SANITATION DISTRICT and does not conform to the requirements of this Agreement or any applicable industry standards, the CONSULTANT shall, without additional compensation, promptly correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services within the timeframe specified by the Project Engineer/Project Manager. The SANITATION DISTRICT may charge to CONSULTANT all costs, expenses and damages associated with any such corrections or revisions.
- D. All CAD drawings, figures, and other work shall be produced by CONSULTANTS and Subconsultants using the SANITATION DISTRICT CAD Manual. Conversion of CAD work from any other non-standard CAD format to the SANITATION DISTRICT format shall not be acceptable in lieu of this requirement.

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

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

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

- F. All professional services performed by the CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the CONSULTANT, pursuant to this Agreement, are for the sole use of the SANITATION DISTRICT, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the SANITATION DISTRICT. This provision does not apply to information that (a) was publicly known, or otherwise known to the CONSULTANT, at the time that it was disclosed to the CONSULTANT by the SANITATION DISTRICT, (b) subsequently becomes publicly known to the CONSULTANT other than through disclosure by the SANITATION DISTRICT.

## 2. COMPENSATION

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

A. Total Compensation

Total compensation shall be in an amount not to exceed **One Million Seven Hundred Fifty-Four Thousand Dollars (\$1,754,000.00)**. 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 per the attached hourly rate Schedule and as specified in the Scope of Work. The SANITATION DISTRICT shall pay to CONSULTANT the actual costs of Subconsultant fees and charges in an amount not to exceed the sum set forth in Attachment "E" - Fee Proposal.

F. Direct Costs

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

G. Other Direct Costs

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

H. Reimbursable Direct Costs

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

reimbursements based upon receipts and a “per diem” component approved by IRS. The most recent schedule of the per diem rates utilized by the SANITATION DISTRICT can be found on the U.S. General Service Administration website at <http://www.gsa.gov/portal/category/104711#>.

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

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

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

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

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

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

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

#### I. Limitation of Costs

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

own risk. This written notice shall be provided separately from, and in addition to any notification requirements contained in the CONSULTANT's invoice and monthly progress report. Failure to notify the SANITATION DISTRICT that the services cannot be completed within the authorized not-to-exceed amount is a material breach of this Agreement.

### **3. REALLOCATION OF TOTAL COMPENSATION**

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

### **4. PAYMENT**

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

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

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

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

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



- C. CONSULTANT may submit periodic payment requests for each 30-day period of this Agreement for the profit as set forth in Section 2 - COMPENSATION above. Said profit payment request shall be proportionate to the work actually accomplished to date on a per-project-element basis. In the event the SANITATION DISTRICT's Director of Engineering determines that no satisfactory progress has been made since the prior payment, or in the event of a delay in the work progress for any reason, the SANITATION DISTRICT shall have the right to withhold any scheduled proportionate profit payment.
- D. Upon satisfactory completion by CONSULTANT of the work called for under the terms of this Agreement, and upon acceptance of such work by the SANITATION DISTRICT, CONSULTANT will be paid the unpaid balance of any money due for such work, including any retained percentages relating to this portion of the work.
- E. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement for such work, or prior settlement upon termination of this Agreement, and as a condition precedent thereto, CONSULTANT shall execute and deliver to the SANITATION DISTRICT a release of all claims against the SANITATION DISTRICT arising under or by virtue of this Agreement other than such claims, if any, as may be specifically exempted by CONSULTANT from the operation of the release in stated amounts to be set forth therein.
- F. Pursuant to the California False Claims Act (Government Code Sections 12650-12655), any CONSULTANT that knowingly submits a false claim to the SANITATION DISTRICT for compensation under the terms of this Agreement may be held liable for treble damages and up to a ten thousand dollars (\$10,000) civil penalty for each false claim submitted. This Section shall also be binding on all Subconsultants.

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

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

- A. To the extent CONSULTANT's employees and/or Subconsultants who will perform Work during the design and preconstruction phases of a construction contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq,

CONSULTANT and Subconsultants shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the Work is subject to compliance monitoring and enforcement by the DIR.

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

**6. DOCUMENT OWNERSHIP – SUBSEQUENT CHANGES TO PLANS AND SPECIFICATIONS**

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

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

## **7. INSURANCE**

### **A. General**

- i. Insurance shall be issued and underwritten by insurance companies acceptable to the SANITATION DISTRICT.
- ii. Insurers must have an "A-" Policyholder's Rating, or better, and Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best's Guide Rating. However, the SANITATION DISTRICT will accept State Compensation Insurance Fund, for the required policy of Worker's Compensation Insurance subject to the SANITATION DISTRICT's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, the SANITATION DISTRICT will require CONSULTANT to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONSULTANT, by the SANITATION DISTRICT or its agent.
- iii. Coverage shall be in effect prior to the commencement of any work under this Agreement.

### **B. General Liability**

The CONSULTANT shall maintain during the life of this Agreement, including the period of warranty, Commercial General Liability Insurance written on an occurrence basis providing the following minimum limits of liability coverage: Two Million Dollars (\$2,000,000) per occurrence with Four Million Dollars (\$4,000,000) aggregate unless aggregate applies separately to this project (via use of ISO CG 25 03 or 25 04), then aggregate limit equals Two Million Dollars (\$2,000,000) or ½ the general 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) per occurrence with Two Million Dollars (\$2,000,000) aggregate or alternatively, One Million Dollars (\$1,000,000) per person for bodily injury and One Million Dollars (\$1,000,000) per accident for property damage. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Drone Liability Insurance

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

F. Worker's Compensation Insurance

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

G. Errors and Omissions/Professional Liability

CONSULTANT shall maintain in full force and effect, throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than Two Million Dollars (\$2,000,000) with limits in accordance with the provisions of this Paragraph. If the policy of insurance is written on a "claims made" basis, said policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of five (5) years from the date of the completion of the services hereunder.

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

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

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

H. Proof of Coverage

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

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

I. Cancellation Notice

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

J. Primary Insurance

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

K. Separation of Insured

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

L. Non-Limiting (if applicable)

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

M. Deductibles and Self-Insured Retentions

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

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

N. Defense Costs

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

O. Subconsultants

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

P. Limits Are Minimums

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

**8. SCOPE CHANGES**

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

**9. PROJECT TEAM AND SUBCONSULTANTS**

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

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

**10. ENGINEERING REGISTRATION**

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

## **11. AUDIT PROVISIONS**

- A. SANITATION DISTRICT retains the reasonable right to access, review, examine, and audit, any and all books, records, documents and any other evidence of procedures and practices that the SANITATION DISTRICT determines are necessary to discover and verify that the CONSULTANT is in compliance with all requirements under this Agreement. The CONSULTANT shall include the SANITATION DISTRICT's right as described above, in any and all of their subcontracts, and shall ensure that these rights are binding upon all Subconsultants.
- B. SANITATION DISTRICT retains the right to examine CONSULTANT's books, records, documents and any other evidence of procedures and practices that the SANITATION DISTRICT determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred or to ensure CONSULTANT's compliance with all requirements under this Agreement during the term of this Agreement and for a period of three (3) years after its termination.
- C. CONSULTANT shall maintain complete and accurate records in accordance with generally accepted industry standard practices and the SANITATION DISTRICT's policy. The CONSULTANT shall make available to the SANITATION DISTRICT for review and audit, all project related accounting records and documents, and any other financial data within 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: Diane Marzano, Contracts Administrator  
Copy: Rich Leon, Project Manager



Notices shall be mailed to CONSULTANT at:

CDM Smith Inc.  
46 Discovery, Suite 250  
Irvine, CA 92618  
Attention: Hala Titus

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

#### **14. TERMINATION**

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

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

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

#### **15. DOCUMENTS AND STUDY MATERIALS**

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

#### **16. COMPLIANCE**

##### **A. Labor**

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

##### **B. Air Pollution**

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

## **17. AGREEMENT EXECUTION AUTHORIZATION**

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

## **18. DISPUTE RESOLUTION**

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

## **19. ATTORNEY'S FEES, COSTS AND NECESSARY DISBURSEMENTS**

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

## **20. PROGRESS REPORTS**

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

## **21. WARRANTY**

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

## **22. INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend (at CONSULTANT's sole cost and expense and with legal counsel approved by the SANITATION DISTRICT, which approval shall not be unreasonably withheld), protect and hold harmless the SANITATION DISTRICT and all of SANITATION DISTRICT's officers, directors, employees, CONSULTANT's, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or CONSULTANT's fees and costs and the SANITATION DISTRICT's general and administrative expenses; individually, a "Claim"; collectively, "Claims") which may arise from or are in any manner related, directly or indirectly, to any work performed, or any operations, activities, or services provided by

CONSULTANT in carrying out its obligations under this Agreement to the extent of the negligent, recklessness and/or willful misconduct of CONSULTANT, its principals, officers, agents, employees, CONSULTANT's suppliers, CONSULTANT, Subconsultants, subcontractors, and/or anyone employed directly or indirectly by any of them, regardless of any contributing negligence or strict liability of an Indemnified Party. Notwithstanding the foregoing, nothing herein shall be construed to require CONSULTANT to indemnify the Indemnified Parties from any Claim arising solely from:

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

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

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

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

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

## **23. DUTY TO DEFEND**

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

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

#### **24. CONSULTANT PERFORMANCE**

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

#### **25. COMPLIANCE WITH SANITATION DISTRICT POLICIES AND PROCEDURES**

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

#### **26. CLOSEOUT**

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

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

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

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

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

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

## **27. ENTIRE AGREEMENT**

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

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

**CONSULTANT: CDM SMITH INC.**

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

\_\_\_\_\_  
Printed Name & Title

**ORANGE COUNTY SANITATION DISTRICT**

By \_\_\_\_\_  
David John Shawver  
Board Chairman  
Date

By \_\_\_\_\_  
Kelly A. Lore  
Clerk of the Board  
Date

By \_\_\_\_\_  
Ruth Zintzun  
Purchasing & Contracts Manager  
Date

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



# Orange County Sanitation District

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

## OPERATIONS COMMITTEE

### Agenda Report

---

**File #:** 2020-1179

**Agenda Date:** 9/2/2020

**Agenda Item No:** 4.

---

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

**SUBJECT:**

**QUARTERLY ODOR COMPLAINT REPORT**

**GENERAL MANAGER'S RECOMMENDATION**

**RECOMMENDATION:**

Receive and file the Fiscal Year 2019-20 Fourth Quarter Odor Complaint Report.

**BACKGROUND**

During the fourth quarter of FY 2019-20, the Orange County Sanitation District had the following attributable odor complaints: Plant No. 1 had five odor complaints, Plant No. 2 had one odor complaint, and the collections system had no odor complaints. A summary of the odor complaints with a table tracking the history is included as an attachment.

**RELEVANT STANDARDS**

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

**ATTACHMENT**

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

- FY 2019-20 Fourth Quarter Odor Complaint Report

# Orange County Sanitation District

## Odor Complaint Report

### Fiscal Year 2019/20 – 4<sup>th</sup> Quarter

#### 1. Plant No. 1 Treatment Facility Odor Complaint Summary

Plant No. 1 received five attributable odor complaints during the 4<sup>th</sup> quarter. The odor complaints were caused by diffused truckloading (fecal and rotten vegetable smell) and dewatering chemical odor treatment (chlorine smell).

#### Plant No. 2 Treatment Facility Odor Complaint Summary

Plant No. 2 received one attributable odor complaints during the 4<sup>th</sup> quarter. The odor complaint was caused by secondary process area.

#### 2. Collections Facilities Odor Complaint Summary

The collection system received no attributable odor complaints during the 4<sup>th</sup> quarter.

#### All Odor Complaints Tracking

|  | Apr. 2020 to Jun. 2020 |           |           | 1 <sup>st</sup> Qtr<br>FY<br>19/20 | 2 <sup>nd</sup> Qtr<br>FY<br>19/20 | 3 <sup>rd</sup> Qtr<br>FY<br>19/20 | 4 <sup>th</sup> Qtr<br>FY<br>19/20 | Cumulative<br>FY 19/20 |
|--|------------------------|-----------|-----------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------|
| <b>All Public Complaints</b>             | <b>Collections</b>     | <b>P1</b> | <b>P2</b> | <b>Total</b>                       | <b>Total</b>                       | <b>Total</b>                       | <b>Total</b>                       | <b>Total</b>           |
| Attributable to OCSD                     | 0                      | 5         | 1         | 6                                  | 5                                  | 9                                  | 6                                  | 26                     |
| Not Attributable to OCSD                 | 2                      | 1         | 5         | 15                                 | 10                                 | 9                                  | 8                                  | 42                     |
| <b>Total Public Complaints Received:</b> | <b>2</b>               | <b>6</b>  | <b>6</b>  | <b>21</b>                          | <b>15</b>                          | <b>18</b>                          | <b>14</b>                          | <b>68</b>              |

NOTE: LOS for Plants is zero odor complaints. LOS for Collections is 12 odor complaints annually

On June 6 at 9:30 AM SCAQMD received a community odor complaint from the north-east side of Plant 1 about odors that have been persistent for a long time but recently have been more noticeable. The odor was described as a chlorine-like odor.

The Environmental Compliance team in collaboration with Operations team responded to the AQMD's request for information. OCSD has shared with AQMD the investigation results and proactive efforts to address the neighbor complaints including focusing efforts of Operations team on activities involving with chemical usage in our processes. AQMD has not sent any additional request for information and/or follow-up regarding the subject.





# Orange County Sanitation District

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

## OPERATIONS COMMITTEE

### Agenda Report

---

**File #:** 2020-1189

**Agenda Date:** 9/2/2020

**Agenda Item No:** 5.

---

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

**SUBJECT:**

**MANHOLE CCTV INSPECTION SERVICES**

**GENERAL MANAGER'S RECOMMENDATION**

**RECOMMENDATION:**

- A. Award a Purchase Order Contract to Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe), for Manhole CCTV Inspection Services, Specification No. S-2020-1158BD, for a total amount not to exceed \$146,600 for the period beginning October 1, 2020 through September 31, 2021, with four optional one-year renewals; and
- B. Approve an annual contingency of \$14,660 (10%).

**BACKGROUND**

Manhole inspection and condition assessments are two of Orange County Sanitation District's (Sanitation District) major preventive maintenance tasks in the approved Sewer System Management Plan. The Sanitation District has committed to inspecting all manholes in the sewer system per National Association of Sewer Service Companies (NASSCO) standards every five years. This data is a critical tool for assessing the sewer system condition and preventing catastrophic manhole failures. The Sanitation District also uses the CCTV data to optimize the repair priority of the most degraded manhole structures, safeguarding public health.

**RELEVANT STANDARDS**

- Protect Orange County Sanitation District assets
- Commitment to safety & reducing risk in all operations
- Comply with environmental permit requirements

**PROBLEM**

The previous Manhole CCTV contract ended on April 30, 2020. Staff does not recommend exercising the option to renew the contract with the current vendor. Without a new contract in place, the Manhole CCTV assessments will not commence.

**PROPOSED SOLUTION**

Based on the results of the proposal evaluation, staff recommends awarding the Manhole CCTV Contract to Hoffman Southwest Corp.

**TIMING CONCERNS**

A new contract for a service provider is needed to ensure assets are assessed as required in the Sewer System Management Plan.

**RAMIFICATIONS OF NOT TAKING ACTION**

The Sanitation District will be out of compliance with the Sewer System Management Plan.

**PRIOR COMMITTEE/BOARD ACTIONS**

N/A

**ADDITIONAL INFORMATION**

On May 6, 2020, the Sanitation District issued a Request for Proposal (RFP) for Manhole CCTV Sewer Inspection Services. The following evaluation criteria were described in the RFP and used to determine the most qualified firm.

| CRITERION                         | WEIGHT |
|-----------------------------------|--------|
| Qualifications of the Firm        | 15%    |
| Staffing & Project Organization   | 10%    |
| Work Plan                         | 10%    |
| Quality of Sample CCTV Inspection | 30%    |
| Cost                              | 35%    |

The RFP closed on June 19, 2020. The Sanitation District received responses from four companies. The RFP evaluation team of four Sanitation District staff included a Maintenance Manager, two Engineers, and an Associate Engineer. This RFP used the individual scoring method. The evaluation team reviewed and scored the proposals based upon the first four qualification-based criterion listed above. A natural break point between the top two and bottom two firms was noted.

| VENDOR                    | QUALIFICATION<br>S | STAFFING | WORK<br>PLAN | SAMPLE<br>QUALITY | SUBTOTAL<br>SCORE |
|---------------------------|--------------------|----------|--------------|-------------------|-------------------|
| Hoffman Southwest Corp.   | 14                 | 26       | 9            | 9                 | 58%               |
| Ayala Engineering         | 13                 | 25       | 9            | 8                 | 55%               |
| Downstream Services, Inc. | 9                  | 23       | 6            | 5                 | 43%               |

|                               |    |    |   |   |     |
|-------------------------------|----|----|---|---|-----|
| National Plant Services, Inc. | 12 | 15 | 5 | 8 | 41% |
|-------------------------------|----|----|---|---|-----|

The cost proposals from only the two highest ranked firms were opened and negotiated. The costs were \$146,600 for Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe), and \$349,900 for Ayala Engineering. The cost criterion served to widen the scoring advantage for Hoffman Southwest Corp.

Below are the final rankings, including the cost component, for the two highest qualified vendors:

| VENDOR                  | SUBTOTAL SCORE | COST | TOTAL SCORE |
|-------------------------|----------------|------|-------------|
| Hoffman Southwest Corp. | 58             | 35   | 93%         |
| Ayala Engineering       | 55             | 15   | 70%         |

Based on these results, staff recommends awarding the Purchase Order Contract to Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe).

## CEQA

N/A

## FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted fiscal year 20-21. (Line item: 109, Section 6, Page 75). Project contingency funds will be used to CCTV more manholes.

| <u>Date of Approval</u> | <u>Contract Amount</u> | <u>Contingency</u> |
|-------------------------|------------------------|--------------------|
| 09/02/2020              | \$146,600              | \$14,660 (10%)     |

## ATTACHMENT

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

N/A



OPERATIONS COMMITTEE

Agenda Report

---

**File #:** 2020-1195

**Agenda Date:** 9/2/2020

**Agenda Item No:** 6.

---

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

**SUBJECT:**

**PURCHASE SPARE INVENTORY PARTS FOR SCHWING CAKE PUMPS**

**GENERAL MANAGER'S RECOMMENDATION**

**RECOMMENDATION:** Recommend to the Board of Directors to:

- A. Approve a Sole Source Purchase Order to Schwing Bioset for the purchase of spare inventory parts for the Schwing Cake Pumps for the Truckloading and Thickening and Dewatering facilities, for a total amount not to exceed \$228,193, plus applicable sales tax and shipping; and
- B. Approve a contingency of \$11,410 (5%).

**BACKGROUND**

The Orange County Sanitation District (Sanitation District) utilizes seven Schwing Cake Pumps to transfer biosolids within its facilities. The Thickening and Dewatering facility at Plant No. 1 uses three dewatering centrifuges that are critical to the solids handling process. Each of the three dewatering centrifuges utilize a dedicated Schwing Cake Pump to transfer the dewatered cake to storage silos. An additional dedicated Schwing Cake Pump is utilized to transfer cake from four individual storage silos to the truckloading hopper.

**RELEVANT STANDARDS**

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

**PROBLEM**

Operation of the Schwing Cake Pumps is critical to the solids removal process. As each of these pumps are dedicated to either a centrifuge or storage silo, the loss of a pump means the loss of use of a centrifuge or storage silo. Limitations to solids processing or storage may require solids storage in digesters or primary basins which can present permit compliance risks.

Most of the spare parts requested come from Germany and/or have long lead times.

### **PROPOSED SOLUTION**

Procure spare inventory parts for Schwing Cake Pumps to maintain asset availability and minimize downtime.

### **TIMING CONCERNS**

The seven Schwing Cake Pumps in both Truckloading and Thickening and Dewatering facilities are extremely critical to the treatment process. Having spare parts available in the warehouse will greatly reduce the downtime to our treatment process when repairs are required.

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

Failure to maintain adequate spare parts in inventory could result in extended equipment downtime which hampers solids processing capabilities.

### **ADDITIONAL INFORMATION**

Schwing Bioset is a Board approved sole source vendor for Schwing Cake Pump replacement parts. Schwing is the original equipment manufacturer and Schwing Bioset is the only authorized distributor within our geographical region. A 5% contingency is requested in the event of pricing changes due to tariffs, delays in placing the order beyond the quote availability, or other unforeseeable changes.

### **CEQA**

N/A

### **FINANCIAL CONSIDERATIONS**

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This recommendation will be funded under the Repair and Maintenance line item for Plant No. 1 Maintenance Department (Budget Fiscal Year 2020-21, Section 6, Page 92). The available funding is sufficient for this action.

| <u>Date of Approval</u> | <u>Contract Amount</u> | <u>Contingency</u> |
|-------------------------|------------------------|--------------------|
| 09/23/2020              | \$228,193              | \$11,410           |

---

### **ATTACHMENT**

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

N/A

RM:jg:st:ab:gc



# Orange County Sanitation District

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

## OPERATIONS COMMITTEE

### Agenda Report

---

**File #:** 2020-1184

**Agenda Date:** 9/2/2020

**Agenda Item No:** 7.

---

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

**SUBJECT:**

**PLAN2020-00 ON-CALL PLANNING STUDIES**

**GENERAL MANAGER'S RECOMMENDATION**

**RECOMMENDATION:** Recommend to the Board of Directors to:

- A. Approve annual Professional Services Agreements with AECOM Technical Services, Inc.; Black & Veatch Corporation; Brown and Caldwell; GHD Inc.; HDR Engineering, Inc.; Hazen and Sawyer; and Stantec Consulting Services Inc. for On-Call Planning Studies Master Contract No. PLAN2020-00, for the term November 1, 2020 through October 31, 2021, with a maximum annual fiscal year contract limitation not to exceed \$600,000 for each Professional Services Agreement; and
- B. Approve two additional one-year optional extensions.

**BACKGROUND**

The Orange County Sanitation District (Sanitation District) Ordinance No. OCSD-52 (Purchasing Ordinance) allows the Sanitation District to compile prequalified lists of firms for each professional discipline required to support engineering projects. The Purchasing Ordinance also allows the Professional Services Agreement to be extended for up to two additional one-year periods following the original term of one year. The Purchasing Ordinance delegates authority to the General Manager and Director of Engineering to solicit proposals for services to support engineering projects through individual task orders up to \$300,000.

**RELEVANT STANDARDS**

- 1, 5, 20-year planning horizons
- Maintain a proactive asset management program
- Maintain a culture of improving efficiency to reduce the cost to provide the current service level or standard

**PROBLEM**

The Engineering Planning Division is responsible for Capital Improvement Program planning and often conducts planning studies to resolve complex engineering issues, including items frequently identified through the Asset Management Program. The normal procurement process to obtain

professional engineering services is lengthy and requires significant administrative costs.

## **PROPOSED SOLUTION**

Retain a prequalified list of firms to provide professional engineering services under the \$300,000 threshold, in accordance with the Purchasing Ordinance. This will enable the Sanitation District to expediently conduct these smaller studies with reduced staff costs.

## **TIMING CONCERNS**

The current on-call planning studies agreements expire on October 31, 2020.

## **RAMIFICATIONS OF NOT TAKING ACTION**

Without this prequalified pool of consultants for professional engineering services, the Sanitation District would need to request proposals from all consultants registered in the Sanitation District's purchasing database, which would take additional time and resources.

## **PRIOR COMMITTEE/BOARD ACTIONS**

N/A

## **ADDITIONAL INFORMATION**

### Consultant Selection

A Request for Qualifications for Plan 2020, Master Contract No. PLAN2020-00, was developed and publicly advertised, and a notice was sent to multiple categories of firms registered in the Sanitation District's purchasing database on May 11, 2020. The following evaluation criterion were described in the Request for Qualifications and used to determine the most qualified Consultant.

| <b>CRITERION</b>              | <b>WEIGHT</b> |
|-------------------------------|---------------|
| Execution of Work             | 29%           |
| Relevant Project Experience   | 34%           |
| Team and Staff Qualifications | 37%           |

17 Statements of Qualifications were received on June 22, 2020 and subsequently evaluated in accordance with the evaluation process set forth in the Purchasing Ordinance by a preselected Evaluation Team consisting of the following three Sanitation District staff: Information Technology Supervisor and two Engineering Supervisors. The Evaluation Team also included one non-voting representative from the Contracts Administration Division.

Each voting member of the Evaluation Team scored the Consultants using the evaluation criterion above. The results of this rating process are shown in Table 1, below. Based on the evaluation results, there was a clear natural break in the scores between the highest seven scoring firms and the other firms. Therefore, the Evaluation Team did not deem it necessary to conduct interviews.

Table 1 below summarizes the final scores.

**Table 1 - Consultant Firm Scoring**

| <b>Firm</b>                                       | <b>Execution of Work<br/>(Max. 29 Points)</b> | <b>Relevant Project Experience<br/>(Max. 34 Points)</b> | <b>Team and Staff Qualifications<br/>(Max. 37 Points)</b> | <b>Total Score<br/>(Max. 100 Points)</b> |
|---|---|---|---|--|
| Black & Veatch Corporation                        | 27  | 29  | 30  | 86                                       |
| Brown and Caldwell                                | 25  | 29  | 28  | 82                                       |
| Hazen and Sawyer                                  | 19  | 28  | 31  | 78                                       |
| HDR Engineering, Inc.                             | 21  | 29  | 26  | 76                                       |
| AECOM Technical Services, Inc.                    | 20  | 27  | 28  | 75                                       |
| GHD Inc.  | 21  | 24  | 26  | 71                                       |
| Stantec Consulting Services Inc.                  | 19  | 26  | 23  | 68                                       |
| ARCADIS US. Inc.                                  | 18  | 22  | 23  | 63                                       |
| Woodard & Curran                                  | 17  | 20  | 20  | 57                                       |
| DUDEK   | 16  | 19  | 17  | 52                                       |
| Wood Environment & Infrastructure Solutions, Inc. | 17  | 17  | 17  | 51                                       |
| Greeley and Hansen                                | 10  | 11  | 19  | 40                                       |
| Black Water Consulting Engineers, Inc.            | 9   | 15  | 11  | 35                                       |
| Atkins North America, Inc.                        | 10  | 11  | 11  | 32                                       |
| Biogas Engineering Inc.                           | 6   | 7   | 10  | 23                                       |
| Over J Inc.                                       | 5   | 5   | 6   | 16                                       |
| Spatial Wave                                      | 3   | 2   | 2   | 7  |

The Evaluation Team recommends awarding contracts to the seven highest-scoring firms: AECOM Technical Services, Inc.; Black & Veatch Corporation; Brown and Caldwell; GHD Inc.; HDR Engineering, Inc.; Hazen and Sawyer; and Stantec Consulting Services Inc. The selected firms demonstrated the most relevant experience with collection systems and wastewater treatment facilities related to the planning and development of engineering projects, the most qualified staff, and the ability to successfully execute work.

## CEQA

N/A

## FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. Budget for these task orders is included in the Master Planning Studies Program (M-Studies) budget for Fiscal Years 2020-21 and 2021-22



budget, Section 8, Page 52.

**ATTACHMENT**

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

- Draft Professional Services Agreement

# PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made and entered into, to be effective this 1<sup>st</sup> day of November, 2020 by and between:

ORANGE COUNTY SANITATION DISTRICT  
hereinafter referred to as "SANITATION DISTRICT"

AND

\_\_\_\_\_  
hereinafter referred to as "CONSULTANT"

## RECITALS

WHEREAS, pursuant to a Request for Qualifications ("Underlying RFQ") the Board of Directors of the SANITATION DISTRICT in accordance with the current Ordinance, by action on \_\_\_\_\_, 2020 approved the award of a Professional Services Agreement ("AGREEMENT") for **CONTRACT NO. PLAN2020-00, On Call Planning Studies** to CONSULTANT to provide services for selected projects on a Task Order basis, from November 1, 2020 to October 31, 2021 ; and

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

WHEREAS, the parties intend by this AGREEMENT to set forth the general terms and conditions that will apply to any specific project for which CONSULTANT is given a Task Order by the SANITATION DISTRICT.

NOW, THEREFORE, the SANITATION DISTRICT and the CONSULTANT mutually agree as follows:

## SECTION 1. SCOPE OF AGREEMENT

The SANITATION DISTRICT, at its sole discretion, may, from time to time during the term of this AGREEMENT, issue a Request for Task Order Proposal ("RFTOP") setting forth a detailed Scope of Work, to be performed on the identified project, and thereafter, upon receipt of a Proposal from the CONSULTANT, may issue a directive Task Order to proceed with the work. The Underlying RFTOP, including the CONSULTANT's Proposal, the Task Order, and all other attachments listed below shall be incorporated by reference and become an operative part of this Agreement, upon execution by the SANITATION DISTRICT as though fully set forth at length herein:

- Executed Task Order inclusive of its Scope of Work;
- The RFTOP, inclusive of the CONSULTANT's Proposal;
- Attachment "A" Scope of Work
- Attachment "D" Allowable Direct Costs
- Attachment "K" Hourly Labor Rate Schedule
- Attachment "L" OCSD Safety Standards

Should any conflict or inconsistency exist in the contract documents identified in this Section, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority:

- The terms of this AGREEMENT and any amendments thereto;
- The provisions of any executed Task Order;
- The provisions of the RFTOP;
- Attachment "D" Allowable Direct Costs;
- Attachment "K" Hourly Labor Rate Schedule;
- Attachment "L" OCSD Safety Standards;
- Attachment "A" Scope of Work

## **SECTION 2. TASK ORDER ISSUANCE BY SANITATION DISTRICT**

The directive Task Order issued by the SANITATION DISTRICT, shall specifically, or by reference to the RFTOP and corresponding Proposal, set forth the specific detailed terms of this AGREEMENT that are to apply to the specific project for which the services will be rendered. Those terms, shall include, but not be limited to, scope, time for performance and compensation.

## **SECTION 3. TERM**

This AGREEMENT shall commence on the effective date of this AGREEMENT, and terminate on October 31, 2021 unless further extended by written agreement by the SANITATION DISTRICT and CONSULTANT. Any work that is required by a Task Order and is not finished by the date of termination shall be continued and completed by the CONSULTANT, and the terms and conditions of this AGREEMENT shall continue in effect for that time. The SANITATION DISTRICT has the option to renew this AGREEMENT twice, each with a one year term, for a maximum contract duration of three (3) years total.

## **SECTION 4. COMPENSATION**

The total compensation, payable to the CONSULTANT pursuant to this AGREEMENT, shall not exceed six hundred thousand dollars (\$600,000) per year in accordance with the term described in Section 3 - TERM. The compensation includes, but is not limited to, fees for professional services (based on individual burdened labor rates and Subconsultant fees), overhead, and profit. The specific amount of compensation payable to the CONSULTANT for services rendered on an individual project, pursuant to a directive Task Order, shall be established for each Task Order and shall not exceed three hundred thousand dollars (\$300,000) per individual Task Order unless authorized by the SANITATION DISTRICT's Board of Directors. CONSULTANT agrees and acknowledges that the execution of this AGREEMENT does not in any way guarantee that a Task Order will be issued to CONSULTANT. Moreover, execution of this AGREEMENT shall not entitle CONSULTANT to any form of payment or compensation from the SANITATION DISTRICT without the SANITATION DISTRICT first having issued a written Task Order.

### **A. Task Order Pricing**

The subsections below describe the cost elements to be used in developing the price of the written Task Orders.

## 1) Hourly Labor Rate Schedule

The services by the CONSULTANT, pursuant to each project Task Order, shall be billed to the SANITATION DISTRICT at the hourly rate ranges for each class of employee to be used, set forth in an Attachment "K" – Hourly Labor Rate Schedule, to be provided by the SANITATION DISTRICT prior to award of Agreement and incorporated herein.

Hourly Labor Rates shall consist of the:

Burdened Salary Rate consisting of the hourly salary rate, plus benefits for each employee or labor category specified in Attachment "K" paid by CONSULTANT and its Subconsultants to their employees.

Direct Salary rates for CONSULTANT and its Subconsultants may be adjusted annually on January 1 by mutual agreement of the Parties. Escalation of the salary rate will be in accordance with CPI of LA-Orange County Index. This rate is determined by the U.S. Department of Labor Statistics, Consumer Price Index – Los Angeles/ Orange County Metropolitan Area.

Burden rates for CONSULTANT and its Subconsultants shall remain fixed through the term of this AGREEMENT, inclusive of renewals identified in Section 3 - TERM.

Overhead Rate consisting of a verified or negotiated percentage specified in Attachment "K" and applied to the Burdened Salary Rate for CONSULTANT and its Subconsultants. The Overhead Rates of CONSULTANT and its Subconsultants shall remain fixed through the term of this AGREEMENT inclusive of any renewals identified in Section 3 - TERM.

Profit, expressed as a percentage, shall be applied to each Burdened Salary Rate and applied Overhead Rate. Profit shall be included in the Hourly Labor Rates specified in Attachment "K". Profit shall remain fixed through the term of this AGREEMENT, inclusive of any renewals identified in Section 3 - TERM.

## 2) Direct Costs

The SANITATION DISTRICT shall reimburse CONSULTANT and Subconsultants the actual costs of permits and associated fees, travel, licenses, and other services in accordance with Attachment "D" – Allowable Direct Costs, as may be specified in each Task Order proposal. The SANITATION DISTRICT shall not pay markup on such Direct Costs, Equipment rentals, leases, purchases and other direct costs not agreed to and specified in the Task Order proposal may only be reimbursed by the SANITATION DISTRICT with its prior written approval.

The SANITATION DISTRICT will reimburse the CONSULTANT for reasonable travel and business expenses as described in this Section and further described in Attachment "D" – Allowable Direct Costs to this AGREEMENT. The reimbursement of the above mentioned expenses will be based on an "accountable plan" as considered by the Internal Revenue Service (IRS). The plan includes a combination of reimbursements based upon receipts and a "per diem" component approved by the IRS. The most recent schedule of the per diem rates utilized by the SANITATION DISTRICT can be found on the U.S. General 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. The SANITATION DISTRICT shall apply the most economic and practical method of reimbursement which may include reimbursements based upon receipts and/or "per diem". CONSULTANT shall return to the SANITATION DISTRICT any excess reimbursements.

Travel and travel arrangements – Any travel involving airfare, overnight stays or multiple day attendance must be approved by the SANITATION DISTRICT in writing, at least fifteen (15) days 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 a personal vehicle for local travel.

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

Travel Meals – Per-diem rates as approved by the IRS shall be utilized for travel meal 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.

All incidental expenses shall be included in the Overhead Rate pursuant to Subsection A.1) Hourly Labor Rate Schedule above.

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.

### 3) 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.

### 4) Limitation of Costs

If, at any time, CONSULTANT estimates the cost of performing the services described in CONSULTANT's Task Order Proposal will exceed seventy-five percent (75%) of the not-to-exceed amount of the Task Order, including any 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 of a Task Order is a material breach of this AGREEMENT.

**B. Additional Work:**

For extra work not a part of this AGREEMENT, written authorization from the SANITATION DISTRICT is required prior to the CONSULTANT undertaking any extra work.

**C. Method of Payment:**

The CONSULTANT shall submit for approval by the SANITATION DISTRICT, monthly invoices based on the total services which have been satisfactorily completed and specifying a percentage of completion. The CONSULTANT's billings shall be certified for payment by the SANITATION DISTRICT only after the SANITATION DISTRICT has determined that the CONSULTANT has completed each applicable project task.

CONSULTANT shall submit separate invoices for each Task Order on a monthly basis.

CONSULTANT understands that submitted costs are subject to Section 11 - AUDIT PROVISIONS.

**D. Task Order Completion**

Upon satisfactory completion of the work performed under each Task Order, and prior to final payment under each Task Order 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.

**E. False Claims**

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 \$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.

**F. California Department of Industrial Relations (DIR) Registration and Record of Wages:**

To the extent the 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.

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.

Pursuant to Labor Code Section 1776, the CONSULTANT and Subconsultants shall furnish a copy of all certified payroll records to the SANITATION DISTRICT and/or general public upon request, provided the public request is made through the SANITATION DISTRICT, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the DIR.

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

**G. Record of Expenses:**

The CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this AGREEMENT. These records will be made available to the SANITATION DISTRICT upon request.

**H. 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 payable under the Task Order, provided that the total compensation for the Task Order is not increased.

**SECTION 5. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT**

The CONSULTANT shall not contract with any other person or entity to perform the services required without the written approval of the SANITATION DISTRICT. This AGREEMENT may not be assigned voluntarily, or by operation of law, without the prior written approval of the SANITATION DISTRICT. If the CONSULTANT is permitted to subcontract any part of this

AGREEMENT by the SANITATION DISTRICT, the CONSULTANT shall be responsible to the SANITATION DISTRICT for the acts and omissions of its subcontractor, as it is for persons directly employed. Nothing contained in this AGREEMENT shall create any contractual relationship between any subcontractor and the SANITATION DISTRICT. All persons engaged in the work will be considered employees of the CONSULTANT. The SANITATION DISTRICT will deal directly with and will make all payments to the CONSULTANT.

## **SECTION 6. CHANGES TO SCOPE OF WORK**

In the event of a change in the Scope of Work as requested by the SANITATION DISTRICT, the parties hereto shall execute an amendment to the Task Order, setting forth with particularity, all new terms of the Task Order, including but not limited to, any additional compensation.

## **SECTION 7. DOCUMENT OWNERSHIP – CONSULTANT PERFORMANCE**

- A. All documents in all forms (electronic, paper, etc.), including, but not limited to, studies, sketches, drawings, computer printouts, disk files, and electronic copies 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 study or deliverable 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.
- C. Copies of Work Product  
Upon completion of the work required for each Task Order, the CONSULTANT shall deliver to the SANITATION DISTRICT the number of copies specified in the specific Task Order Scope of Work of the final report containing the CONSULTANT's findings, conclusions, recommendations, and all supporting documentation and/or final design drawings and specifications. Each Task Order will define the requirements for the deliverables.

## **SECTION 8. 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 VI11, or better, in accordance with the most current A.M. Best's Guide Rating. However, the SANITATION DISTRICT will accept State Compensation Insurance Fund, for the required policy of Worker's Compensation Insurance subject to the SANITATION DISTRICT's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, the SANITATION DISTRICT will require CONSULTANT to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONSULTANT, by the SANITATION DISTRICT or its agent.
- iii. Coverage shall be in effect prior to the commencement of any work under this AGREEMENT.

**B. General Liability:**

The CONSULTANT shall maintain during the life of this AGREEMENT, including the period of warranty, Commercial General Liability Insurance written on an occurrence basis providing the following minimum limits of liability coverage: One Million Dollars (\$1,000,000) per occurrence with Two Million Dollars (\$2,000,000) aggregate unless aggregate applies separately to this project (via use of ISO CG 25 03 or 25 04), then aggregate limit = One Million Dollars \$1,000,000 (i.e., ½ the general 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 One Million Dollars (\$1,000,000) per accident 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 a form acceptable by 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 "per occurrence" basis, said policy shall be continued in full force and effect during the term of this AGREEMENT or until completion of the services provided for in this AGREEMENT, whichever is later. In the event of termination of said policy during this period, new coverage shall be obtained for the required period to insure for the prior acts of CONSULTANT during the course of performing services under the term of this AGREEMENT.

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

#### H. Proof of Coverage:

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

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

## **SECTION 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 under this AGREEMENT by CONSULTANT. CONSULTANT shall include a description of the work and services to be

done by each Subconsultant and each of CONSULTANT's Project team member. CONSULTANT shall include the respective compensation amounts for CONSULTANT and each Subconsultant, broken down as indicated in Section 4 - COMPENSATION.

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

## **SECTION 10. ENGINEERING REGISTRATION**

The CONSULTANT's personnel and Subconsultants 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 who are registered in California.

## **SECTION 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.

## **SECTION 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 transform CONSULTANT, its staff, independent contractors, or Subconsultants, agents or employees of the SANITATION DISTRICT and shall obtain no rights to any benefits which accrue to the SANITATION DISTRICT's employees. CONSULTANT'S staff performing services under the AGREEMENT shall at all times be employees and/or independent contractors of CONSULTANT. CONSULTANT shall

monitor and control its staff and pay wages, salaries, and other amounts due directly to its staff in connection with the AGREEMENT. CONSULTANT shall be responsible for hiring, review, and termination of its staff and shall be accountable for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

### **SECTION 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.

Notice shall be mailed to the SANITATION DISTRICT at:

ORANGE COUNTY SANITATION DISTRICT  
10844 Ellis Avenue  
Fountain Valley, CA 92708-7018  
Attention: Clarice Marcin, Senior Contracts Administrator  
Copy: Adam Nazarov, Engineering Supervisor

Notice shall be mailed to CONSULTANT at:

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

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

### **SECTION 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 at the address listed in Section 13 - NOTICES.

### **SECTION 15. COMPLIANCE**

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.

The CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of federal, state and local government in all aspects related to this Agreement and any work completed for the SANITATION DISTRICT.

## **SECTION 16. 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 this AGREEMENT for that Party.

## **SECTION 17. 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.

## **SECTION 18. 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 he may be entitled.

## **SECTION 19. 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).

## **SECTION 20. 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 the SANITATION DISTRICT's officers, directors, employees, CONSULTANT's, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses (including without limitation, attorney's fees, disbursements and court costs, and all other professional, expert or CONSULTANT's fees and costs and the SANITATION DISTRICT's general and administrative expenses; individually, a "Claim"; collectively, "Claims") which may arise, pertain to, or relate directly or indirectly to any work performed, or any operations, activities, or services provided by CONSULTANT in carrying out its obligations under this AGREEMENT to the extent of the negligent, recklessness and/or willful misconduct of CONSULTANT, its principals, officers,

agents, employees, CONSULTANT's suppliers, CONSULTANT, Subconsultants, subcontractors, and/or anyone employed directly or indirectly by any of them, regardless of any contributing negligence or strict liability of an Indemnified Party. Notwithstanding the foregoing, nothing herein shall be construed to require CONSULTANT to indemnify the Indemnified Parties from any Claim arising solely from:

- (A) the active negligence or willful misconduct of the Indemnified Parties; or
- (B) a natural disaster or other act of God, such as an earthquake; or
- (C) the independent action of a third party who is neither one of the Indemnified Parties nor the CONSULTANT, nor its principal, officer, agent, employee, nor CONSULTANT's supplier, CONSULTANT, Subconsultant, subcontractor, nor anyone employed directly or indirectly by any of them.

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

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

## **SECTION 21. DUTY TO DEFEND**

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

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



## **SECTION 22. COMPLIANCE WITH SANITATION DISTRICT POLICIES AND PROCEDURES**

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

## **SECTION 23. GOVERNING LAW**

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

## **SECTION 24. TIME OF ESSENCE**

Time is of the essence in the performance of this AGREEMENT.

## **SECTION 25. CONFLICT OF INTEREST**

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services contemplated by this AGREEMENT. No person having such interest shall be employed by or associated with the CONSULTANT.

## **SECTION 26. ENTIRE AGREEMENT**

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

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

**CONSULTANT: COMPANY NAME**

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

\_\_\_\_\_  
Printed Name & Title

**ORANGE COUNTY SANITATION DISTRICT**

By \_\_\_\_\_  
David John Shawver  
Chair, Board of Directors Date \_\_\_\_\_

By \_\_\_\_\_  
Kelly Lore  
Clerk of the Board Date \_\_\_\_\_

By \_\_\_\_\_  
Ruth Zintzun  
Purchasing and Contracts Manager Date \_\_\_\_\_

Attachments: Attachment "A" Scope of Work  
Attachment "B" Not Used  
Attachment "C" Not Attached  
Attachment "D" Allowable Direct Costs  
Attachment "E" Not Used  
Attachment "F" Not Attached  
Attachment "G" Not Attached  
Attachment "H" Proposed Staff Roles  
Attachment "I" Not Used  
Attachment "J" Not Attached  
Attachment "K" Hourly Labor Rate Schedule  
Attachment "L" – OCSD Safety Standards



## OPERATIONS COMMITTEE

### Agenda Report

---

**File #:** 2020-1211

**Agenda Date:** 9/2/2020

**Agenda Item No:** 8.

---

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

**SUBJECT:**

**DIGESTER CLEANING AND DISPOSAL CONTRACT**

**GENERAL MANAGER'S RECOMMENDATION**

**RECOMMENDATION:** Recommend to the Board of Directors to:

- A. Approve a Service Contract for Digester Cleaning and Disposal with American Process Group, Inc., per Specification No. S-2020-1165BD, for a total amount not to exceed \$4,636,674 per year, for the period of November 1, 2020 through October 31, 2025, with four optional one-year renewals; and
- B. Approve an annual contingency of \$463,667 (10%).

**BACKGROUND**

Digesters stabilize organic solids from primary and secondary treatment processes and produce biosolids and digester gas to fuel the Orange County Sanitation District's (Sanitation District) Central Generation facilities. The Sanitation District periodically cleans the digesters to remove undigestible materials that build up over time. This material can build-up and limit process capacity and inhibit the digester's performance. After cleaning, the Sanitation District assesses the structural and mechanical conditions inside of the digesters. More frequent minor repairs inside the digesters prevent larger scale, more costly damage.

**RELEVANT STANDARDS**

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

**PROBLEM**

Without periodic digester cleaning to remove undigestible materials, the digester's process capacity and performance are compromised. Additionally, it is necessary to clean the Sanitation District's holding digesters more frequently to protect the newly installed centrifuges from damaging debris which can accumulate and pass through. Finally, the Sanitation District will not have the opportunity

to properly assess the structural and mechanical conditions inside the digesters.

## PROPOSED SOLUTION

Staff recommends American Process Group, Inc. (APG) be awarded the Digester Cleaning and Disposal Service Contract. This action will support the Sanitation District's Asset Management Plan and maintain necessary solids processing capacity.

## TIMING CONCERNS

Timely approval of the Service Contract will enable staff to stay on track with the cleaning schedule and maximize available digester capacity for solids treatment.

## RAMIFICATIONS OF NOT TAKING ACTION

Inability to perform routine digester cleaning to remove materials that build up over time limits process capacity. Lack of cleaning also limits the ability to assess the structural and mechanical conditions of the digesters after cleaning. Finally, the centrifuges at each Plant are at risk of damage if debris is not removed from the holding digesters on a regular basis.

## PRIOR COMMITTEE/BOARD ACTIONS

N/A

## ADDITIONAL INFORMATION

The previous Digester Cleaning Service Contract was terminated due to a commercial disagreement. The former service provider claimed a higher cost and changed conditions due to a new co-thickening treatment process that introduced polymerized sludge into the digestion process at Plant No. 1. The vendor claimed this changed condition required a different method to clean and dewater the digesters. The Sanitation District decided to seek new proposals to address this situation rather than negotiate a change.

A new Request for Proposal was issued on June 5, 2020 via PlanetBids. Two proposals were received by the Sanitation District and are listed below.

Individual scoring was the chosen method of evaluation for this procurement. Staff performed an independent review of the proposals and ranked the proposals in accordance with the Sanitation District Purchasing Policies and Procedures and evaluated the proposals based on the following criterion:

| CRITERION                                | WEIGHT |
|--|--------|
| Qualifications & Experience of Firm      | 15%    |
| Proposed Staffing & Project Organization | 15%    |
| Work Plan                                | 30%    |
| Interview                                | 10%    |

|      |     |
|------|-----|
| Cost | 30% |
|------|-----|

The two proposals were received and evaluated, and both proposers were interviewed. The evaluation team ranked the firms based on both the proposals and interviews using the evaluation criterion and weighting listed above. All proposals were accompanied by a sealed cost proposal. Below are the evaluation results for the two proposals received:

| Rank | Proposer | Criterion 1 | Criterion 2 | Criterion 3 | Interview | Cost | Total Weighted Score |
|------|----------|-------------|-------------|-------------|-----------|------|----------------------|
| 1    | APG      | 14%         | 14%         | 27%         | 9%        | 30%  | 94%                  |
| 2    | Synagro  | 12%         | 11%         | 21%         | 5%        | 27%  | 76%                  |

**Proposals**

Synagro-WWT, Inc.

American Process Group, Inc.

**Total Cost**

\$5,139,280.00

\$4,636,673.51

The cost proposals received are based upon a unit cost per dry ton, unit cost per gallons of material removed and disposed, and equipment mobilization and demobilization costs.

Staff recommends awarding the Service Contract to the highest-ranking proposer, American Process Group, Inc. The term of this Service Contract will begin November 1, 2020 through October 31, 2025 with four optional one-year renewals.

**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 Plant Nos. 1 and 2 Maintenance Department (Budget Fiscal Year 2020-21, Section 6, Pages 92 and 96). The available funding is sufficient for this action.

| <u>Date of Approval</u> | <u>Contract Amount</u> | <u>Contingency</u> |
|-------------------------|------------------------|--------------------|
| 09/23/2020              | \$4,636,674            | \$463,667 (10%)    |

**ATTACHMENT**

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

- Service Contract

RM:MP:ab

**SERVICE CONTRACT**  
**Digester Cleaning Services**  
**Specification No. S-2020-1165BD**

**THIS CONTRACT** is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OCSD") and [ ] with a principal place of business at [ ] (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, OCSD desires to temporarily retain the services of Contractor for Digester Cleaning Services, "Services"; and

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

**WHEREAS**, on [ ], the Board of Directors of OCSD, by minute order, authorized execution of this Contract between OCSD and Contractor; and

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

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

**1. Introduction**

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

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

Exhibit "A" Scope of Work

Exhibit "B" Proposal

Exhibit "C" Acknowledgement of Insurance Requirements

Exhibit "D" OCSD Safety Standards and  
Safety SOP-102 Personal Protective Equipment (PPE)  
Safety SOP-604 Confined Space  
Safety SOP-605 Control of Hazardous Energy (LOTO)  
Safety SOP-626 Fall Protection

Exhibit "E" Human Resources Policies

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

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

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

in Exhibit "A". Unit prices shall not exceed those stated in Exhibit "B". OCSD, at its sole discretion, shall be the determining party as to whether the Services have been satisfactorily completed.

- 4.2 Invoices shall be emailed by Contractor to OCSD Accounts Payable at [APStaff@OCSD.com](mailto:APStaff@OCSD.com) and "INVOICE" with the Purchase Order Number and S-2020-1165BD shall be referenced in the subject line.
5. **Audit Rights** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, OCSD shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
6. **Scope of Work** Subject to the terms of this Contract, Contractor shall perform the Services identified in Exhibit "A". Contractor shall perform said Services in accordance with generally accepted industry and professional standards.
7. **Modifications to Scope of Work** Requests for modifications to the Scope of Work hereunder can be made by OCSD at any time. All modifications must be made in writing and signed by both Parties.
8. **Contract Term** The Services provided under this Contract shall be for the period of five (5) years, commencing on November 1, 2020 and continuing through October 31, 2025.
9. **Renewals**
- 9.1 OCSD may exercise the option to renew this Contract for up to four (4) one-year periods, under the terms and conditions contained herein. OCSD shall make no obligation to renew nor give reason if it elects not to renew.
- 9.2 This Contract may be renewed by OCSD Purchase Order.
10. **Extensions** The term of this Contract may be extended only by written instrument signed by both Parties.
11. **Performance** Time is of the essence in the performance of the provisions hereof.
12. **Termination**
- 12.1 OCSD reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OCSD of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OCSD shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) to the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OCSD from any further fee, cost or claim hereunder by Contractor other than for work performed to the date of termination.
- 12.2 OCSD reserves the right to terminate this Contract immediately upon OCSD's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Contract.



12.3 OCSD may also immediately cancel for default of this Contract in whole or in part by written notice to Contractor:

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

12.4 All OCSD property in the possession or control of Contractor shall be returned by Contractor to OCSD upon demand, or at the termination of this Contract, whichever occurs first.

13. **Insurance** Contractor and all subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Acknowledgement of Insurance Requirements (attached hereto and incorporated herein as Exhibit "C"). Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OCSD, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to maintain required insurance coverage shall result in termination of this Contract.

14. **Indemnification and Hold Harmless Provision** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or be caused by Contractor's services under this Contract, or by its subcontractor(s) or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OCSD, Contractor shall indemnify, protect, defend and hold harmless OCSD, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process, or any patented or unpatented invention, article or appliance, furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OCSD, and with well qualified, adequately insured, and experienced legal counsel acceptable to OCSD.

15. **OCSD Safety Standards and Human Resources (HR) Policies** OCSD requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as OCSD Safety Standards while working at OCSD locations. If during the course of the Contract it is discovered that OCSD Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OCSD. Contractor and all of its employees and subcontractors, shall adhere to all applicable OCSD Safety Standards attached hereto in Exhibit "D", including Safety SOP-102 Personal Protective

Equipment (PPE), Safety SOP-604 Confined Space, Safety SOP-605 Control of Hazardous Energy (LOTO), Safety SOP-626 Fall Protection, and the Human Resources Policies in Exhibit "E".

16. **Warranties** In addition to the warranties stated in Exhibit "A", the following shall apply:
- 16.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance by the OCSD Project Manager or designee of the work as complete.
- 16.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work as specified in Exhibit "A", OCSD informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OCSD and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.
17. **Force Majeure** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government or any other cause beyond its control, but said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Contract.
18. **Freight (F.O.B. Destination)** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
19. **Familiarity with Work** By executing this Contract, Contractor warrants that: 1) it has investigated the work to be performed, 2) it has reviewed the digesters' cleaning history provided by OCSD and 3) it understands the facilities, difficulties and restrictions of the work under this Contract. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCSD, it shall immediately inform OCSD of this and shall not proceed, except at Contractor's risk, until written instructions are received from OCSD.
20. **Regulatory Requirements** Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and California Water Codes Division 2.
21. **Environmental Compliance** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
22. **Licenses, Permits, Ordinances and Regulations** Contractor represents and warrants to OCSD that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to engage in this work. Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to the work performed under the terms of this Contract will be paid by Contractor.
23. **Applicable Laws and Regulations** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold harmless from any and all damages and liabilities assessed against OCSD as a result of

Contractor's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.

**24. Contractor's Employees Compensation**

**24.1 Davis-Bacon Act – Not Used.**

**24.2 General Prevailing Rate** – OCSD has been advised by the State of California Director of Industrial Relations of its determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of same are on file in the Engineering Department. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OCSD will have on file copies of the prevailing rate of per diem wages at its principal office and at each project site, which shall be made available to any interested party upon request.

**24.3 Forfeiture For Violation** – Contractor shall, as a penalty to OCSD, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

**24.4 Apprentices** – Sections 1777.5, 1777.6, 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices are applicable to this Contract and the Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days or more; or if contracts of specialty contractors not bidding for work through the general or prime Contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.

**24.5 Workday** – In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by it hereunder. Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to OCSD as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the project.

**24.6 Record of Wages; Inspection** – Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the project and agrees to require that each of its subcontractors do the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. Penalties

for non-compliance with the requirements of Section 1776 may be deducted from project payments per the requirements of Section 1776.

- 25. South Coast Air Quality Management District's (SCAQMD) Requirements** It is Contractor's responsibility that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting or demolition of asbestos containing components or structures, shall comply with the appropriate rules and regulations of the SCAQMD.
- 26. Governing Law** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange, in the event any action is brought in connection with this Contract or the performance thereof.
- 27. Breach** The waiver of either party of any breach or violation of, or default under, any provision of this Contract, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OCSD does not object shall not operate as a waiver of OCSD's rights to seek remedies available to it for any subsequent breach.
- 28. Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OCSD rejects the goods or Services or revokes acceptance of the goods or Services, OCSD may (1) cancel the Contract; (2) recover whatever amount of the purchase price OCSD has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OCSD elects to "cover" as described in (3), OCSD shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or Services and the Contract price, together with any incidental or consequential damages.
- 29. Dispute Resolution**
- 29.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 29.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to California Code of Civil Procedure Section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

30. **Attorney's Fees** If any action at law or inequity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.
31. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
32. **Severability** If any section, subsection, or provision of this Contract, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
33. **Damage to OCSD's Property** Any of OCSD's property damaged by Contractor, any subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OCSD.
34. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OCSD.
35. **Independent Contractor** The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an OCSD employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCSD's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OCSD's employees.
36. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OCSD. Any such attempted delegation or assignment shall be void.
37. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OCSD and Contractor.
38. **Non-Liability of OCSD Officers and Employees** No officer or employee of OCSD shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OCSD or for any amount which may become due to Contractor or to its successor, or for breach of any obligation for the terms of this Contract.
39. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
40. **Authority to Execute** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
41. **Entire Contract** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

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

OCSD: Jackie Lagade, Principal Buyer  
Orange County Sanitation District  
10844 Ellis Avenue  
Fountain Valley, CA 92708

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

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

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

**ORANGE COUNTY SANITATION DISTRICT**

Dated: \_\_\_\_\_ By: \_\_\_\_\_ John  
Shawver David Chair, Board of  
Directors

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Kelly A. Lore  
Clerk of the Board

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Ruth Zintzun  
Purchasing & Contracts Manager

**[COMPANY]**

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

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

IRS Employer's I.D. Number

**DRAFT -  
DO NOT SUBMIT**



## OPERATIONS COMMITTEE

### Agenda Report

---

**File #:** 2020-1009

**Agenda Date:** 9/2/2020

**Agenda Item No:** 9.

---

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

**SUBJECT:**

**BAY BRIDGE PUMP STATION REPLACEMENT, PROJECT NO. 5-67**

**GENERAL MANAGER'S RECOMMENDATION**

**RECOMMENDATION:** Recommend to the Board of Directors to:

Approve a contingency increase of \$1,784,250 (25%) to the Professional Design Services Agreement with Arcadis U.S., Inc. for Bay Bridge Pump Station Replacement, Project No. 5-67, for a total contingency of \$2,497,950 (35%).

**BACKGROUND**

The Bay Bridge Pump Station and associated force mains were constructed in 1966 on Pacific Coast Highway just east of the Newport Back Bay Channel. The two force mains cross the channel and connect to the existing Newport force main network. The capacity is approximately 18 million gallons per day, which handles over half of Newport Beach's wastewater.

The pump station is space limited and bounded on three sides by a proposed three-story, mixed-use development, and bounded on the south side by Pacific Coast Highway. Part of the existing site was lost when Pacific Coast Highway was rerouted in the late 1980s to accommodate a new Bay Bridge. Additional real estate is required to replace the pump station to meet current safety and environmental requirements which includes improved odor treatment systems.

**RELEVANT STANDARDS**

- Achieve less than 2.1 sewer spills per 100 miles
- Operate and maintain facilities to minimize impacts on surrounding communities, including odor, noise, and lighting
- Ensure the public's money is wisely spent

**PROBLEM**

The pump station is over 50 years old and is at the end of its useful life. The Orange County Sanitation District (Sanitation District) began planning efforts for its replacement in 2014 with a long series of discussions, negotiations, and changes in how the adjacent property would be developed.



In 2017 with the cooperation of the adjacent property owner, the Sanitation District completed a Siting Study and draft Environmental Impact Report (EIR) for a project at the northeast corner of the adjacent property, with the Sanitation District transferring the existing site to Back Bay Landing when the new pump station was completed. This arrangement offered some key advantages but required the Sanitation District to proceed with design to support the property acquisition negotiations and CEQA activities. In October 2017, the Sanitation District awarded a Professional Design Services Agreement to Arcadis U.S.

In March 2018, property negotiations with the adjacent property owner reached an impasse and design efforts for the new pump station were put on hold. The impasse was related to the required Pump Station footprint and the easements required to support force main tunneling through the site and across the bay north of the bridge. It was mutually agreed with the neighboring property owner to look at expanding the existing site. Property acquisition negotiations have resumed and are continuing.

Since the project was put on hold, the costs to complete the design have increased significantly. Those costs include CEQA activities, technical support for property negotiations, labor escalation costs, design efforts that need to be redone for the new site, and other design-related changes. As a result, the Board awarded contingency for the design agreement is not sufficient to complete the work.

## **PROPOSED SOLUTION**

Approve a contingency increase to the Professional Design Services Agreement of \$1,784,250 (25%) for a total contingency of \$2,497,950 (35%). This increase will cover the additional costs to complete the work and provide an allowance for additional design-related risks. The existing project budget is sufficient to cover the requested increase in contingency therefore no increase to the project budget is required.

## **TIMING CONCERNS**

Given the long lead time required to complete design, obtain regulatory approval, and the poor condition of the existing pump station, staff believes that risks of delaying design further are greater than the risk of another impasse in real estate negotiations. Additional contingency funds for engineering services are required to resume preliminary and final design, finalize property purchase agreements, and prevent further design delays to the project.

## **RAMIFICATIONS OF NOT TAKING ACTION**

The Professional Design Services Agreement “not to exceed” fee will not be sufficient to complete the design of the project.

## **PRIOR COMMITTEE/BOARD ACTIONS**

October 2017 - Approved a Professional Design Services Agreement with Arcadis US Inc. to provide engineering design services for the Bay Bridge Pump Station and Force Main Replacement, Project No. 5-67, for an amount not to exceed \$7,137,000, and approved a contingency of \$713,700 (10%).

**ADDITIONAL INFORMATION**

The requested contingency increase is needed for additional efforts to design the new pump station at the new proposed site location, analyze a dredging option across the Back Bay Channel and new force mains alignment to the South of the Pacific Coast Highway bridge, support property negotiation efforts, complete two additional rounds of EIR analysis and recirculation, and account for escalation of labor costs over nearly three years.

**CEQA**

This project will comply with the CEQA requirement by completing an EIR. The Draft Recirculated EIR was circulated on August 7, 2020 with the public review period ending on September 21, 2020.

**FINANCIAL CONSIDERATIONS**

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted, (FY 2020-2021 and 2021-2020, Section 8 Page 28), and the project budget is sufficient for the recommended action.

| <u>Date of Approval</u> | <u>Contract Amount</u> | <u>Contingency</u> |
|-------------------------|------------------------|--------------------|
| 10/25/2017              | \$7,137,000            | \$ 713,700 (10%)   |
| 09/23/2020              |                        | \$1,784,250 (25%)  |

**ATTACHMENT**

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

N/A

TL:dm:gc



OPERATIONS COMMITTEE

Agenda Report

---

**File #:** 2020-1208

**Agenda Date:** 9/2/2020

**Agenda Item No:** 10.

---

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

**SUBJECT:**

**COVID-19 SEWAGE SURVEILLANCE PROJECT UPDATE**

**GENERAL MANAGER'S RECOMMENDATION**

RECOMMENDATION:

Information Item.

**BACKGROUND**

Sewage Surveillance, also known as Wastewater-Based Epidemiology, is the study of community-level infection prevalence through measuring the concentration of the pathogen either directly or indirectly (i.e., using biomarkers) in the pooled community sewage samples.

Under certain circumstances, sewage surveillance can be used to gather crucial information on the occurrence, intensity, distribution, and duration of an outbreak. The Centers for Disease Control and Prevention (CDC) considers it to be a part of the public health toolbox, since it has the potential to capture subclinical infections, can be implemented independent of healthcare-seeking behavior and testing access, and the data can be made available within days of shedding onset compared to the up to two-week lag for other surveillance data.

According to the CDC, while sewage surveillance cannot and is not intended to replace clinical surveillance, it can complement case- and symptom-based surveillance in the community where a significant portion of the population is connected to sewers. It could be especially helpful where testing data are not readily available, assist with monitoring high-risk facilities (e.g., prisons and nursing homes) through sub-sewershed level sampling, and provide infection information during sub-clinical phases. To date, sewage surveillance has been successfully utilized for population-level infectious disease surveillance for polio and hepatitis. However, a standardized method for detecting and measuring SARS-CoV-2, the virus responsible for causing COVID-19, does not currently exist.

Multiple research efforts are underway to develop valid analytical methods and to examine the potential application of sewage surveillance. The Orange County Sanitation District (Sanitation District) became a part of these efforts shortly following the World Health Organization declaration of a COVID-19 pandemic, and we are actively collaborating with industry and academic partners to understand the available technologies, analytical protocols, costs, and usefulness of sewage surveillance data.

Specifically, the Sanitation District has been providing samples to the California State Water Resource Control Board's Direct Potable Reuse Pathogen Removal Study ("DPR-2"), Stanford University's SCAN: Sewer Coronavirus Alert Network, and the University of Arizona's Water and Energy Sustainable Technology Center to safeguard employee safety and support development of reliable methods for detecting and quantifying SARS-CoV-2.

Staff will present an update on the status of the Sanitation District's sewage surveillance efforts to date with some preliminary data.

Currently, the United States Environmental Protection Agency is overseeing the development of a standardized analytical methods to detect and quantify SARS-CoV-2, the virus responsible for causing COVID-19, in wastewater. To coordinate the collection, validation, and dissemination of sewage surveillance information, the CDC established the National Wastewater Surveillance System in mid-August to collect and manage the analytical data. The Sanitation District has volunteered to be a part of these efforts.

In the interim, most of the currently publicized sewage surveillance data are highly variable and should be considered preliminary in nature.

## **RELEVANT STANDARDS**

- Maintain collaborative and cooperative relationships with regulators, stakeholders, and neighboring communities
- Make it easy for people to understand OCSD's roles and value to the community
- Commitment to safety & reducing risk in all operations

## **ATTACHMENT**

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

N/A

## ORANGE COUNTY SANITATION DISTRICT COMMON ACRONYMS

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

## ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS**

---

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

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

**WASTEWATER** – Any water that enters the sanitary sewer.

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