



# AGENDA

18700 Ward St.  
Fountain Valley, CA 92708  
(714) 378-3200

WATER ISSUES COMMITTEE MEETING  
WITH BOARD OF DIRECTORS \*  
ORANGE COUNTY WATER DISTRICT  
**Wednesday, October 8, 2025 12:00 p.m., Boardroom**

\*The OCWD Water Issues Committee meeting is noticed as a joint meeting with the Board of Directors for the purpose of strict compliance with the Brown Act and it provides an opportunity for all Directors to hear presentations and participate in discussions. Directors receive no additional compensation or stipend as a result of simultaneously convening this meeting. Items recommended for approval at this meeting will be placed on the **October 15** Board meeting Agenda for approval.

**This meeting will be held in person. As a convenience for the public, the meeting may also be accessed by Zoom Webinar and will be available by either computer or telephone audio as indicated below. Because this is an in-person meeting and the Zoom component is not required, but rather is being offered as a convenience, if there are any technical issues during the meeting, this meeting will continue and will not be suspended.**

**Computer Audio: Join the Zoom Webinar by clicking on the following link:**

<https://ocwd.zoom.us/j/98592928069>

**Webinar ID: 985 9292 8069**

**Telephone Audio: (213) 338 8477**

Teleconference Sites:

10382 Bonnie Drive, Garden Grove  
20 Civic Center, Santa Ana  
1454 Madison Street, Tustin  
100 S Main Street, Los Angeles  
303 W. Commonwealth Ave., Fullerton  
1502 North Broadway, Santa Ana  
6151 Baja Drive, Anaheim

\* Members of the public may attend and participate at all locations.

## PLEDGE OF ALLEGIANCE

## ROLL CALL

## ITEMS RECEIVED TOO LATE TO BE AGENDIZED

RECOMMENDATION: Adopt resolution determining need to take immediate action on item(s) and that the need for action came to the attention of the District subsequent to the posting of the Agenda (requires two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, a unanimous vote of those members present.)

## VISITOR PARTICIPATION

Time has been reserved at this point in the agenda for persons wishing to comment for up to three minutes to the Board of Directors on any item that is not listed on the agenda, but within the subject matter jurisdiction of the District. By law, the Board of Directors is prohibited from taking action on such public comments. As appropriate, matters raised in these public comments will be referred to District staff or placed on the agenda of an upcoming Board meeting.

At this time, members of the public may also offer public comment for up to three minutes on any item on the Consent Calendar. While members of the public may not remove an item from the Consent Calendar for separate discussion, a Director may do so at the request of a member of the public.

## **CONSENT CALENDAR (ITEMS NO. 1 – 10)**

All matters on the Consent Calendar are to be approved by one motion, without separate discussion on these items, unless a Board member or District staff request that specific items be removed from the Consent Calendar for separate consideration.

1. MINUTES OF WATER ISSUES COMMITTEE MEETING HELD SEPTEMBER 10, 2025  
RECOMMENDATION: Approve minutes as presented
2. MONITORING WELL FVM-1 VAULT REPLACEMENT  
RECOMMENDATION: Agendize for October 15 Board meeting: Authorize issuance of a Request for Quotes for monitoring well FVM-1 vault replacement
3. AUTHORIZE AGREEMENT TO BUTIER ENGINEERING INC FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR SA-2025-1 CITY OF SANTA ANA PFAS TREATMENT AT JOHN GARTHE RESERVOIR  
RECOMMENDATION: Agendize for October 15 Board meeting: Authorize agreement with Butier Engineering, Inc. for a not-to-exceed amount of \$2,107,242.50 for construction management and inspection services for Contract No.SA-2025-1, City of Santa Ana PFAS Treatment at John Garthe Reservoir Project.
4. AUTHORIZE AGREEMENT 1749 AMENDMENT NO 1 TO SCHEEVEL ENGINEERING FOR WATER RIGHTS DIVERSION MEASUREMENT CERTIFICATIONS  
RECOMMENDATION: Agendize for October 15 Board meeting: Authorize issuance of Amendment No. 1 to Agreement 1749 with Scheevel Engineering for an amount not to exceed \$45,000 for the water rights diversion measurement certifications; and authorize additional funds in the amount of \$65,000 to the Recharge Operations general fund budget line item 1060.53001
5. AUTHORIZE AGREEMENT TO KDC SYSTEMS FOR FHQ SCADA IGNITION UPGRADE  
RECOMMENDATION: Agendize for October 15 Board meeting: Authorize issuance of Agreement to KDC Systems for an amount not to exceed \$268,858 for the FHQ SCADA Ignition Upgrade; and authorize additional funds in the amount of \$208,858 for R&R account R24030
6. REPLACEMENT OF GREEN ACRES PROJECT INFLUENT PUMP A03 VARIABLE FREQUENCY DRIVE  
RECOMMENDATION: Agendize for October 15 Board meeting: Authorize issuance of Purchase Order to One Source for a PowerFlex 755TS model Variable Frequency Drive for GAP influent pump A03 for \$93,689
7. AUTHORIZE AGREEMENT TO CALGON CARBON CORPORATION FOR GRANULAR ACTIVATED CARBON PROCUREMENT, DELIVERY AND INSTALLATION AT THE FULLERTON MAIN PLANT  
RECOMMENDATION: Agendize for October 15 Board meeting: Authorize Agreement to Calgon Carbon Corporation for an amount not to exceed \$866,256 to procure, deliver, and install Granular Activated Carbon at the Fullerton Main Plant

8. PURCHASE ORDER TO AB SCIEX LLC FOR ONE PAL LIQUID INJECTION SYSTEM FOR AN EXISTING LIQUID CHROMATOGRAPHY / TANDEM MASS SPECTROMETER (LC-MS/MS)

RECOMMENDATION: Agendize for October 15 Board meeting: Authorize issuance of Purchase Order to AB Sciex LLC in the total amount of \$63,677 for the purchase of one PAL RSI 537 Liquid Injection System

9. AGREEMENT WITH BONNIE JOHNSON FOR PRADO VIREO MONITORING

RECOMMENDATION: Agendize for October 15 Board meeting: Approve Agreement with Bonnie Johnson to perform biological monitoring services in the Prado Basin not-to-exceed \$130,000 over a two-year period

10. OCWD CONTINUED PARTICIPATION IN ADOPT A CHANNEL PROGRAM

RECOMMENDATION: Agendize for October 15 Board meeting:

- 1) Authorize continued participation in the OC Public Works Adopt A Channel program in the portion of the Santa Ana River where OCWD conducts recharge operations; and,
- 2) Authorize issuance of Agreement to the Orange County Conservation Corps to conduct graffiti and trash removal for three years for an annual cost of \$42,160, for a not to exceed total of \$126,480 for three years with an option to renew for up to an additional two years with General Manager approval under the same terms and conditions

**END OF CONSENT CALENDAR**

**INFORMATIONAL ITEM**

11. PFAS UPDATE

**CHAIR DIRECTION AS TO ITEMS IF ANY TO BE AGENDIZED AS MATTERS FOR CONSIDERATION AT THE OCTOBER 15 BOARD MEETING**

**DIRECTORS' ANNOUNCEMENTS/REPORTS**

**GENERAL MANAGER'S ANNOUNCEMENTS/REPORTS**

**ADJOURNMENT**

## WATER ISSUES COMMITTEE MEMBERS

### Committee Members

Cathy Green – Chair  
Erik Weigand – Vice Chair  
Roger Yoh  
Van Tran  
Dina Nguyen

### Alternates

Valerie Amezcua  
Fred Jung  
Natalie Meeks  
Steve Sheldon  
Denis Bilodeau

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted at the guard shack entrance and in the main lobby of the Orange County Water District, 18700 Ward Street, Fountain Valley, CA and on the OCWD website not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the District Secretary. Backup material for the Agenda is available at the District offices for public review and can be viewed online at the District's website: [www.ocwd.com](http://www.ocwd.com)

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the District Secretary at (714) 378-3234, by email at [cfuller@ocwd.com](mailto:cfuller@ocwd.com) by fax at (714) 378-3373. Notification 24 hours prior to the meeting will enable District staff to make reasonable arrangements to assure accessibility to the meeting.

As a general rule, agenda reports or other written documentation has been prepared or organized with respect to each item of business listed on the agenda and can be reviewed at [www.ocwd.com](http://www.ocwd.com). Copies of these materials and other disclosable public records distributed to all or a majority of the members of the Board of Directors in connection with an open session agenda item are also on file with and available for inspection at the Office of the District Secretary, 18700 Ward Street, Fountain Valley, California, during regular business hours, 8:00 am to 5:00 pm, Monday through Friday. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Orange County Water District office.



MINUTES OF BOARD OF DIRECTORS MEETING  
WATER ISSUES COMMITTEE  
ORANGE COUNTY WATER DISTRICT  
September 10, 2025 @ 12:00 p.m.

Director Green called the Water Issues Committee meeting to order at 12:00 p.m. in Conference Room L-1. Public access was also provided via Zoom webinar. The Secretary called the roll and reported a quorum as follows:

Committee Members

Cathy Green  
Erik Weigand  
Roger Yoh  
Van Tran  
Dina Nguyen

Alternates

Valerie Amezcua arrived @ 12:03 p.m.  
Fred Jung  
Natalie Meeks absent  
Steve Sheldon absent  
Denis Bilodeau

OCWD

John Kennedy – General Manager  
Chris Olsen – Executive Director of Engineering/Water Resources  
Mehul Patel – Executive Director of Operations  
Jason Dadakis – Executive Director of Water Quality & Technical Resources  
Lisa Haney – Executive Director of Planning & Natural Resources  
Adam Hutchinson – Recharge Planning Manager  
Randy Fick – Treasurer/CFO  
Roy Herndon – Chief Hydrogeologist  
Ryan Bouley – Director of Engineering  
Megan Plumlee – Director of Research  
Brendon Neel – Hydrogeologist  
Sheryl Parsons – Natural Resources Director  
Pat Versluis – Director of Water Quality  
Ben Smith – Director of Recharge & Wetland Operations  
Shawn Neville – Principal Planner  
Jeremy Jungreis – General Counsel  
Leticia Villarreal – Assistant District Secretary

**CONSENT CALENDAR**

The Consent Calendar was approved upon motion by Director Yoh, seconded by Director Tran and carried [5-0], as follows:

**Ayes: Green, Weigand, Yoh, Tran, Nguyen**

1. Minutes of Water Issues Committee Meeting

**The Minutes of the Water Issues Committee meeting held August 13, 2025, were approved as presented.**

2. Purchase Solar Mixer for Santiago Basin

**Recommended for approval at September 17 Board meeting: Authorize issuance of Purchase Order to IXOM Watercare for \$70,758 to purchase a solar mixer for Santiago Basin.**

3. Award Contract No. A-2025-1 to TE Roberts, Authorize Agreement to MKN for Construction Management and Inspection Services, Authorize Amendment No. 2 to Agreement 1681 with MKN, and Budget Increase

**Recommended for approval at September 17 Board meeting:**

1. Receive and file Affidavit of Publication of Notice Inviting Bids for Contract A-2025-1 Anaheim Lake Valve Vault Project;
2. Ratify issuance of Addendum 1 to Contract No. A-2025-1;
3. Approve request for withdrawal of bid by Minako America Corporation without penalty due to clerical error in filling out the bid;
4. Accept bid and award contract A-2025-1 to the lowest responsive and responsible bidder, TE Roberts, in the amount of \$3,246,910;
5. Authorize Amendment No. 2 to Agreement 1681 with MKN for a not-to-exceed amount of \$416,216 and;
6. Increase project budget by \$1,160,845 for a total project budget in the amount of \$4,175,000

4. Annex Building Flooring Refurbishment – Publication of Notice Inviting Bids

**Recommended for approval at September 17 Board meeting: Authorize publication of Notice Inviting Bids for Annex Building Flooring Refurbishment Project.**

5. Reject Bids for Contract No. PB-2025-1 Prado Basin Short Term Sediment Removal Compliance Project

**Recommended for approval at September 17 Board meeting:**

1. Receive and file Affidavit of Publication of Notice Inviting Bids for PB-2025-1 Prado Basin Short Term Sediment Removal Compliance Project – Phase I;
2. Ratify issuance of Addendum No. 1;
3. Reject all bids for Contract PB-2025-1 Prado Basin Short Term Sediment Removal Compliance Project – Phase I.

6. Award Contract No. FUL-2025-1 Fullerton Main Plant (Wells 5, 6, & 8) PFAS Water Treatment Plant Project to Pacific Hydrotech

**Recommended for approval at September 17 Board meeting:**

1. Receive and file Affidavit of Publication of Notice Inviting Bids for Contract FUL-2025-1, Fullerton Main Plant (Wells 5, 6 & 8) PFAS Water Treatment Plant Project;
2. Ratify issuance of Addenda 1 & 2;
3. Accept bid and award contract FUL-2025-1 to the lowest responsive bid and responsible bidder, Pacific Hydrotech Corporation, in the amount of \$8,765,900;
4. Ratify Work Order No. 1B to Agreement No. 1581 to Tetra Tech, Inc. for a not-to-exceed amount of \$102,804; and,
5. Establish the Fullerton Main Plant (Wells 5, 6, & 8) PFAS Water Treatment Plant Project budget in the amount of \$12,442,399.

7. Contract No. LAB-2024-1 Authorize Notice of Completion and Ratify Change Orders

**Recommended for approval at September 17 Board meeting:**

1. Ratify issuance of Change Order No. 2 to RBA for a total amount of \$12,996; and
2. Accept completion of work and authorize filing a Notice of Completion for Contract No. LAB-2024-1: Laboratory Washroom Refurbishment.

8. Authorize Agreement with Brown and Caldwell for Flow Reversal Reverse Osmosis Retrofit Constructability Study

**Recommended for approval at September 17 Board meeting: Authorize issuance of Agreement to Brown and Caldwell for an amount not to exceed \$199,415 to provide**

**professional consulting services for the development of a Flow Reversal Reverse Osmosis Retrofit Constructability Study.**

9. Contract No. ORA-2022-1 City of Orange Wells 20, 21, & 22: Change Order Ratification and Budget Increase
- 

**Recommended for approval at September 17 Board meeting:**

1. **Ratify issuance of Change Order Nos. 1-7; and**
2. **Increase project budget by \$498,899 for a total Project budget in the amount of \$14,654,959.**

10. Agreement to Yellow Jacket Drilling Services for Monitoring Well SC-4 Redevelopment, and Increase Purchase Order Amount to Westbay for Extended Specialized Tool Rental
- 

**Recommended for approval at September 17 Board meeting:**

1. **Authorize issuance of a Services Agreement to Yellow Jacket Drilling Services, LLC for an amount not to exceed \$96,800; and**
2. **Increase purchase order to Westbay Instruments by \$3,982 for specialized Westbay tool rental.**

11. Expense Charges to C16001 Burris Basin Booster Pump Station
- 

**Recommended for approval at September 17 Board meeting: Authorize staff to expense \$28,985 charged to capital project C16001 for the Burris Basin Booster Pumps Station and Outlet due to the District terminating that project.**

12. Contract No. IRWD-2021-1 Authorize Notice of Completion, Ratify Change Orders, and Authorize Transfer
- 

**Recommended for approval at September 17 Board meeting:**

1. **Ratify issuance of Change Order No. 9 and Authorize issuance of Change Order No. 10 to Innovative Construction Solutions for a total amount of \$216,642;**
2. **Accept completion of work and authorize filing a Notice of Completion for Contract No. IRWD-2021-1: IRWD Well OPA-1 PFAS Water Treatment Plant;**
3. **Authorize the General Manager to transfer the IRWD Well OPA-1 PFAS Water Treatment Plant to the Irvine Ranch Water District effective the date of filing the Notice of Completion and quitclaim any property rights obtained for the project.**

13. Ratify Change Orders and Authorize Budget Increase to Contract No. SA-2022-1 City of Santa Ana PFAS Water Treatment Plant Well No. 38
- 

**Recommended for approval at September 17 Board meeting:**

1. **Ratify issuance of Change Order Nos. 1-3; and**
2. **Increase project budget by \$430,200 for a total project budget of \$7,336,771.**

**MATTERS FOR CONSIDERATION**

14. California Water for All Coalition

Craig Miller from Western Municipal Water District presented on the coalition and the District's possible participation and funding a \$20,000 contribution. Mr. Miller shared that CA Water for All is a statewide effort seeking to educate policymakers on the need for a legislative solution to address California's ongoing water supply challenges. He stated the program mission is to bring focus for the water community, policymakers, and stakeholders and support to ensure a successful path to a legislative victory for long-term water supply planning. He added the Legislative Solution would be

SB 72 (Caballero) that would establish water supply targets, modernize the CA Water plan for a 21<sup>st</sup> century climate and ensure accountability for state agencies on water management issues.

**Upon Motion by Director Yoh, seconded by Director Green and carried [5-0], the Committee recommended for approval at the September 17 Board Meeting: Authorize issuance of a one-time contribution of \$20,000 for CA Water for All.**

**Ayes: Green, Weigand, Yoh, Tran, Nguyen**

15. Santa Ana Sucker Translocation

Director of Natural Resources Sheryl Parsons discussed the District's obligation to complete a translocation of the Santa Ana Sucker. She recalled that at the August 20 Board Meeting, Heather Dyer from San Bernardino Valley Municipal Water District, provided background on the Upper Santa Ana River Habitat Conservation Plan (HCP) and how it is essentially the only option to move forward with a translocation. Ms. Parsons outlined the need for the translocation, explained what a translocation entails and discussed anticipated costs for completing the process.

**Upon motion by Director Yoh, seconded by Director Weigand and carried [5-0], the Committee recommended for approval at the September 17 Board meeting: Enter into an Agreement with San Bernardino Valley Municipal Water District (SBVMWD) to complete a translocation of the Santa Ana sucker for \$935,000 over 7 years.**

**Ayes: Green, Weigand, Yoh, Tran, Amezcua**

#### **INFORMATIONAL ITEMS**

16. Emergency Water Supplies to South Orange County Update

Executive Director of Engineering Chris Olsen provided an update on the July 30 meeting with East Orange County Feeder No. 2 (EOCF#2) owners and stakeholders to discuss the existing emergency supply agreements with Irvine Ranch Water District (IRWD), South OC agencies, OCWD, City of Santa Ana and Moulton Niguel Water District (MNWD) Agreement and proposed project elements. He reported that key discussions included institutional matters with focus on identifying benefits for the basin and groundwater producers, establishing a mechanism for use of the EOCF#2 pipeline, and clarifying elements of the draft framework to align more closely with the IRWD model. He advised that next steps include presenting the item at the October WACO meeting, holding another stakeholders meeting, and a future Metropolitan meeting regarding potential connections to EOCF#2 for emergency operations. He noted that updates will continue to the Committee.

17. Basin Storage Update for Water Year 2024-25

Hydrogeologist Brendan Neel reported that staff evaluated water level conditions throughout the basin and constructed groundwater elevation contour maps representing the end of the water year. He advised that using the "full basin" benchmark for all three aquifer layers in the basin, an accumulated overdraft of 183,000 acre-feet (AF) was calculated as of June 30, 2025. He noted that the basin experienced an annual storage decrease of 50,000 AF for water year (WY) 2024-25. Mr. Neel presented details of the water level change and accumulated overdraft calculation.

#### **CHAIR DIRECTION AS TO ITEMS IF ANY TO BE AGENDIZED AS MATTERS FOR CONSIDERATION AT THE SEPTEMBER 17 BOARD MEETING**

#### **ADJOURNMENT**

There being no further business, the meeting was adjourned at 12:59 p.m.

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Cathy Green, Chair



## AGENDA ITEM SUBMITTAL

**Meeting Date:** October 8, 2025

**To:** Water Issues Committee  
Board of Directors

**From:** John Kennedy

**Staff Contact:** R.Herndon/D.Field

**Budgeted:** No

**Budgeted Amount:** \$0

**Cost Estimate:** \$30,000

**Funding Source:** General Fund

**Program/ Line Item No.:** 1075.57016.9900

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** NA

**Subject: MONITORING WELL FVM-1 VAULT REPLACEMENT**

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### SUMMARY

Due to site regrading, the concrete vault box of OCWD monitoring well FVM-1 must be replaced. The well is located in Mile Square Park in the City of Fountain Valley. The park is being redeveloped by the County of Orange as part of the Mile Square Regional Park Expansion Project and includes raising the grade two feet at the well site, requiring the installation of a new vault.

### RECOMMENDATION

Agendize for October 15 Board meeting: Authorize issuance of a Request for Quotes for monitoring well FVM-1 vault replacement.

### BACKGROUND/ANALYSIS

Monitoring well FVM-1 was constructed in 1989 and is 1,884 feet deep with 18 screen intervals. The well is located in Mile Square Park in the City of Fountain Valley (Figure 1). The well is among the 56 Westbay-type wells installed by OCWD between 1988 and 2002. These multi-level wells are the backbone of the District's basin-wide monitoring well network, comprising more than 550 depth-specific monitoring points. They have provided the data integral to the development and operation of the OCWD basin model and continued water level and water quality monitoring including the annual basin accumulated overdraft calculation.

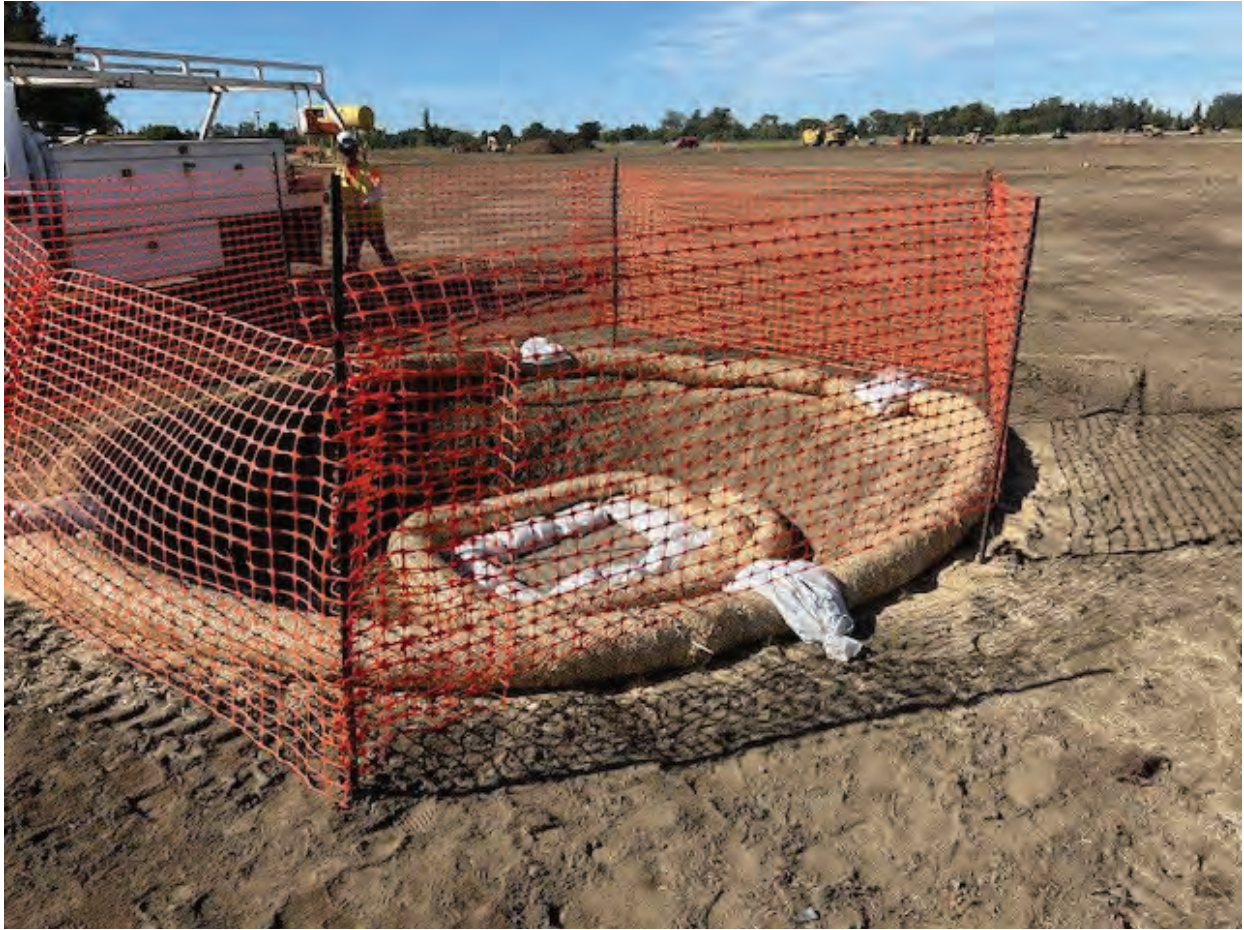
A portion of Mile Square Park is currently being redeveloped by the County of Orange as part of the Mile Square Regional Park Expansion Project. During this redevelopment, the grade adjacent to FVM-1 has been raised by approximately two feet. Consequently, demolition of the old vault and installation of a new vault is required. Figure 2 shows the top of the well vault and the new grade.

The anticipated cost to demolish the old vault and install a new vault and concrete pad is approximately \$30,000. Staff requests authorization to issue a Request for Quotes for the FVM-1 vault replacement.

**Figure 1:** Location of Westbay monitoring Well FVM-1.



**Figure 2:** Top of Westbay monitoring well FVM-1 vault after grade change.



**PRIOR RELEVANT BOARD ACTION(S)**

none



## AGENDA ITEM SUBMITTAL

**Meeting Date:** October 8, 2025

**To:** Water Issues Committee  
Board of Directors

**From:** John Kennedy

**Staff Contact:** R. Bouley/L. Esguerra

**Budgeted:** Yes

**Proposed Budget:** \$30,000,000

**Cost Estimate:** \$2,107,243

**Funding Source:** CIP

**Program/Line Item No.:** C24008

**General Counsel Approval:** Yes

**Engineers Report:** Completed

**CEQA Compliance:** Cat. Ex.

**Subject: AUTHORIZE AGREEMENT TO BUTIER ENGINEERING INC FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR SA-2025-1 CITY OF SANTA ANA PFAS TREATMENT AT JOHN GARTHE RESERVOIR**

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### SUMMARY

A total of four proposals were received on August 27, 2025, for Construction Management and Inspection Services for the City of Santa Ana PFAS Treatment at John Garthe Reservoir Project, Contract No. SA-2025-1 (the "Project"). Based on staff's evaluation of the proposals, staff recommends authorizing an Agreement with Butier Engineering, Inc. for a not-to-exceed amount of \$2,107,242.50 for construction management and inspection services. The Project will connect five wells to one centralized PFAS treatment plant.

Attachment: Butier Engineering Inc. proposal

### RECOMMENDATION

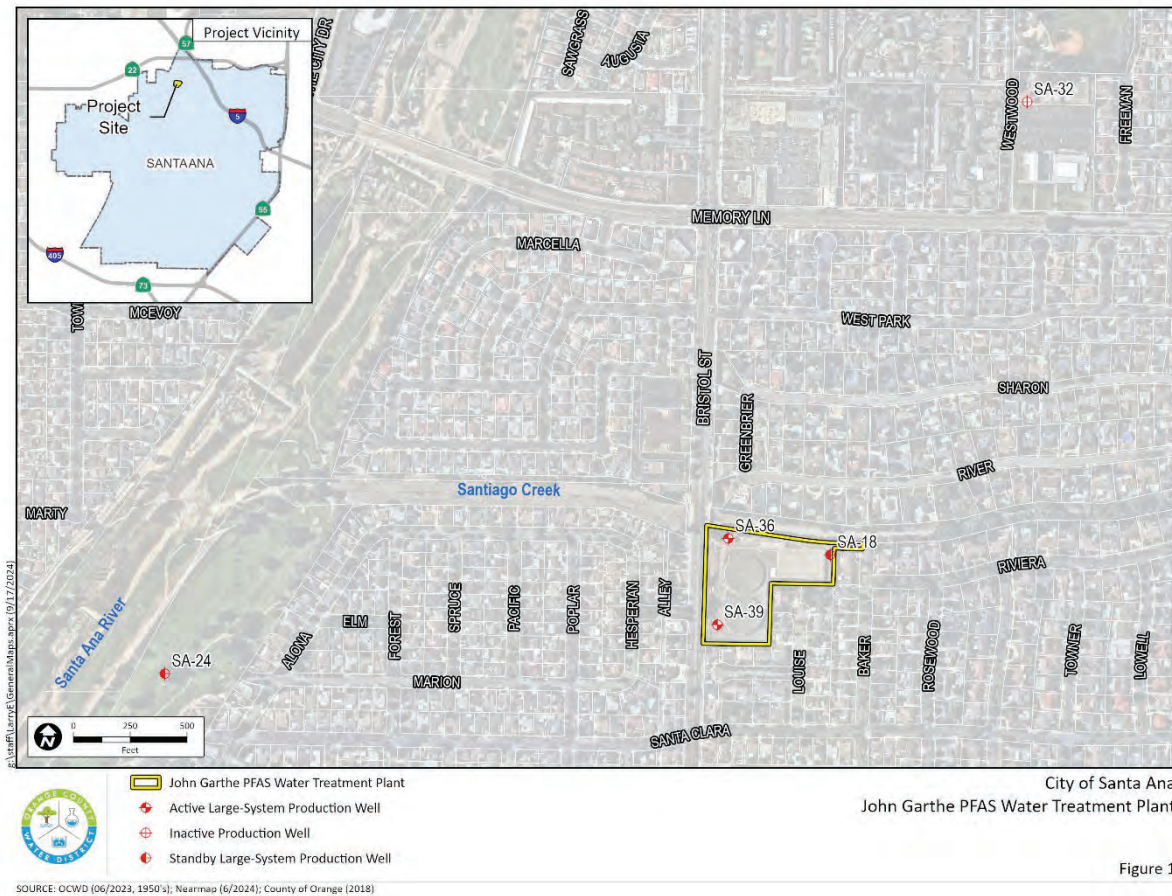
Agendize for October 15 Board Meeting: Authorize agreement with Butier Engineering, Inc. for a not-to-exceed amount of \$2,107,242.50 for construction management and inspection services for Contract No. SA-2025-1, City of Santa Ana PFAS Treatment at John Garthe Reservoir Project.

### BACKGROUND/ANALYSIS

In anticipation of the US Environmental Protection Agency issuing National Primary Drinking Water Regulation for PFAS the City of Santa Ana prepared conceptual layouts for PFAS treatment systems for five City wells; 18, 24, 32, 36, and 39. In November 2023, the City of Santa Ana contracted design to Tetra Tech for the installation of six ion exchange vessel systems for the treatment of five wells at a centralized PFAS treatment plant located at the City's John Garthe Reservoir shown on Figure 1. Due to site constraints at the reservoir site IX treatment with a capacity of 9,600 gallon per minute has been selected. The City is nearing completion of design and requested the project be "OCWD-Built" and be reimbursed for design costs per the District's PFAS program. The design includes rehabilitation or replacement work that is identified as a betterment to the existing facilities, and per the District's PFAS program, these betterments shall be reimbursed by the City. Staff estimate a cost share of 70% District to 30% City for

construction and construction management and inspection services. The cost share will be finalized when Staff returns to the Board to award of the construction contract.

**Figure 1: City of Santa Ana PFAS Treatment at John Garthe Reservoir**



The City of Santa Ana PFAS Treatment at John Garthe Reservoir Project will include installing IX vessel systems and all pre-filtration, site piping, well modifications to City Wells 18, 36, and 39, removal and installation of an on-site sodium hypochlorite generation facility, upgrades to an existing hydro generator facility, electrical upgrades, and other appurtenances. The expected project schedule is shown in Table 1.

**Table 1: City of Santa Ana PFAS Treatment at John Garthe Reservoir Schedule Summary**

Description	Date
City of Santa Ana PFAS Treatment at John Garthe	
Design	Nov 2023 – Sep 2025
DDW Permitting	Nov 2023 – May 2028
Construction Contract SA-2025-1	Jan 2026 – May 2028

Construction of the City of Santa Ana PFAS Treatment at John Garthe Reservoir is very complex. The City requires the existing on-site reservoirs, pump station, and wells to remain in operation throughout construction. Therefore, the project will be constructed in

two phases: Phase 1 constructs the PFAS treatment system and improvements to City Well 18 and Phase 2 constructs improvements to City Wells 36 and 39. The PFAS treatment system shall be tested and placed into service prior to construction of Phase 2. Due to the complexity and the significance of this facility, the Board authorized issuance Request for Proposals for a construction management firm to oversee construction and perform inspections. The RFP scope of work generally include overseeing overall construction activities; conducting construction progress meetings; facilitating responses to submittals, RFIs, and change order requests; daily inspections to confirm the project is constructed per the plans and specifications; and material testing services the District cannot perform in-house such as fill material soil testing, soil compaction testing, concrete compressive strength testing, and special inspections of steel reinforcement.

The RFP was issued July 25, 2025 to seven qualified firms and posted on the District website. Staff received four proposals on August 27, 2025 from Accenture, Butier Engineering, Inc.(Butier), Michael Baker International (Michael Baker), and MKN CPM, LLC (MKN). The proposals were independently reviewed and scored by a panel consisting of three District engineering staff and one City of Santa Ana representative. Each proposal was evaluated based each firm’s experience and qualifications of the project team, approach and schedule, experience on similar projects, and estimated man hours Firms of the top three highest-scoring proposals were invited to participate in an interview, which included a 15-minute presentation and question and answer session of six pre-determined questions. Following the completion of the interview, the panel updated each firm’s proposal scores and finalized raking. Each proposal provided an estimated fee in a separate sealed envelope and the fees from the top 3 highest scoring proposals were opened. See Table 2 for the proposal ranking, score, and proposed fee.

**Table 2:**

**Proposal Score and Proposed Fee**

<b>Rank</b>	<b>Firm</b>	<b>Score (out of 100)</b>	<b>Proposed Fee</b>
1	Butier	95	\$2,107,242.50
2	Michael Baker	92	\$2,411,717.00
3	MKN	73	\$1,010,657.00

MKN’s proposed fee assumed approximately one-half the amount of man hours assumed by Butier and Michael Baker and the hourly rate (proposed fee excluded sub-contractor fee divided by proposed hours) of the firms ranged from \$224/hr to \$202/hr and commensurate the proposed fees. Based on the panel’s evaluation of the proposals and consideration of cost proposals resulted in a recommendation of Butier for Construction Management and Inspection Services for the City of Santa Ana PFAS Treatment at John Garthe Reservoir Project for the following reasons:

- Butier’s Project Team has experience with multi-train PFAS treatment systems, wellhead construction, pipelines, electrical and controls, as well as previous project experience at the John Garthe Reservoir project site;

- Butier's Project Team comprises specialized inspectors needed for structural inspection and soils and material testing for the project;
- Butier has a strong record of success performing construction management and inspection services for OCWD and the City of Santa Ana; and
- Butier provided a detailed proposal which demonstrated a clear understanding of the scope for this project. Their proposal identified construction challenges specific to construction at John Garthe Reservoir including an emphasis on coordination with the City and project stakeholders and the importance of construction phasing to minimize shutdown of the existing wells resulting in less reliance on imported water.

Staff recommends authorizing an agreement with Butier for a not-to-exceed amount of \$2,107,242.50 for construction management and inspection services for Contract No. SA-2025-1, City of Santa Ana PFAS Treatment at John Garthe Reservoir Project. Staff estimates approximately 30% or \$632,000 of this amount will be reimbursed by the City for construction management and inspection services of the work that is considered betterments and not included in the District's PFAS program.

#### **PRIOR RELEVANT BOARD ACTIONS**

6/18/25, R25-6-2 –Authorizing Publication of Notice Inviting Bids for Contract No. SA-2025-1 and Authorizing Issuance of a Request for Proposals for Construction Management Services

3/19/25, R25-3-39 –Authorizing filing of a Categorical Exception for the City of Santa Ana PFAS Treatment at John Garthe Reservoir and approving the Engineer's Report

11/20/19, R19-146 - Approved PFAS Policy

1/22/20, R20-1-12 - Approved modifications to the PFAS Policy

# BUTIER

Construction Managers, Consulting Engineers

**AUGUST 27, 2025**

## **ORANGE COUNTY WATER DISTRICT**

**RFP-25-002**



Construction Management & Inspection Services for  
City of Santa Ana PFAS Treatment at John Garthe Reservoir

### **SUBMITTED BY**

Butier Engineering, Inc.  
17822 E. 17th Street  
Suite 404  
Tustin, CA 92780

### **POINT OF CONTACT:**

Mark M. Butier, President/CFO  
Tel: (714) 832-7222  
Fax: (714) 832-7211  
Email: [jrbutier@butier.com](mailto:jrbutier@butier.com)

# COVER LETTER

August 27, 2025

## Orange County Water District

Administration Office Building  
Attention: Ashlie Valencia, Contracts Administrator  
18700 Ward Street  
Fountain Valley, CA 92708

**Subject: Request for Proposals RFP-25-002 for Construction Management and Inspection Services for City of Santa Ana PFAS Treatment at John Garthe Reservoir**

Dear Ms. Valencia and members of the Selection Panel,

**Butier Engineering, Inc. (Butier)** is pleased to submit our proposal in response to RFP-25-002 for Construction Management and Inspection Services for the City of Santa Ana PFAS Treatment at John Garthe Reservoir Project (Project). Included are three (3) hard copies and one (1) electronic flash drive containing Part One (technical proposal) and Part Two (fee proposal) submitted in full compliance with the RFP requirements and Addendum No. 1.

**As a long-standing partner of the Orange County Water District** (“OCWD” or District), Butier is committed to delivering high-quality construction management and inspection services in support of **your mission to provide a reliable, high quality water supply in a cost-effective and environmentally responsible manner**. We understand this Project is a significant undertaking, involving careful planning and execution. We have assembled a team that has a **proven record working successfully with OCWD and the City of Santa Ana**. In addition, **our corporate office is located at 17th Street and Prospect in Tustin, just 15 minutes from the John Garthe Reservoir**. This **proximity, combined with our deep understanding of the surrounding community**, allows us to provide OCWD with a highly responsive team.

## BUTIER | BEST POSITIONED, BEST QUALIFIED

### Independent, Third-Party CM is Our Focus

**For nearly 50 years, Butier has focused exclusively on delivering independent, third-party construction management and field QA/QC services.** Our sole-service model eliminates the conflicts common in large, multi-practice firms, ensuring impartial oversight throughout the project lifecycle. Our approach emphasizes clear lines of authority, defined responsibilities, and **streamlined communication, eliminating redundancies and enabling precise control of the project’s three critical variables—time, cost, and quality**. Our comprehensive services include construction management, contract administration, field QA/QC, schedule and cost control, biddability/constructability reviews, claims avoidance and resolution support, and value engineering.

### Comprehensive CM and Inspection Resources

Butier brings a **highly experienced team to manage complex infrastructure projects from preconstruction through closeout**. We work collaboratively with clients, designers, and contractors and form integrated teams that coordinate daily construction activities, document control, public outreach, and other key elements to keep projects on their critical path.

Our team has supported many of Southern California’s largest water/wastewater infrastructure projects for major special districts and municipalities. **This regional focus gives us deep insight into the strengths and shortcomings of key players in the local infrastructure market.**

**We are fully equipped to provide OCWD with the necessary resources to support this project.** Our employee base includes construction managers, resident and field engineers, multi-discipline inspectors, schedulers, estimators, and support staff. Many team members are **licensed civil engineers and CCMs** with extensive experience managing water and wastewater projects. Our QA/QC team holds certifications from **AWS, ACI, ICC, the Post-Tensioning Institute, and NACE**.



## BUTIER BRINGS UNIQUE TEAM FEATURES TO OCWD



### Professional Relationship with OCWD Spans 25 Years

Butier began its partnership with OCWD over two decades ago. **All proposed key personnel have worked closely with OCWD staff on various projects, including the City of Tustin PFAS Treatment System and Influent Conveyance, GWRs Final Expansion, Mid-Basin Injection Wells—Centennial Park, and OC Groundwater Storage Program.** Our team is fluent with OCWD contract administration and operational protocols. Our experience will relieve District personnel of the burden dedicated to training consultant staff.



### Established Relationship with City of Santa Ana

Butier has a strong track record of delivering construction management and inspection services for the City of Santa Ana. Key team members—**Mark Butier, Joe Blum, Chandler Cartolano, Joe Hawes, Casey Harris, and Bryan Wilson**—managed several projects for the City including the **Well 32 Rehabilitation**, San Lorenzo Sewage Lift Station, and South Main Corridor Improvements. Additionally, our team collaborated closely with City staff on **OCWD's Mid-Basin Injection Wells—Centennial Park Project.**

### Successful Collaboration with Engineer of Record

Butier has successfully delivered complex, multi-phase water infrastructure projects in **close collaboration with Tetra Tech for over 30 years, including extensive coordination with Principal Engineer Tom Epperson, P.E.** Several projects include **OCWD's Mid-Basin Injection Wells—Centennial Park**, the City of Tustin's Simon Ranch and Rawlings Reservoir Replacements (**managed by Project Manager Joe Blum**), and MNWD's Regional Lift Station Enhancements. **This long-standing partnership supports seamless communication, quick issue resolution, and efficient project delivery**—reducing risk, controlling costs, and driving high-value outcomes for our clients.



### Advanced Water Treatment Expertise

**Butier has managed water treatment projects with construction values ranging from \$1 million to \$537 million.** They have included treatment facilities designed to **remove PFAS, VOCs, and 1,2,3-TCP from water extraction wells**; groundwater replenishment systems; and seawater desalination plants. These projects have incorporated advanced technologies such as **ion exchange, granular activated carbon, sodium hypochlorite systems**, microfiltration, reverse osmosis, and ultraviolet disinfection.



### Team's Project and Site-Specific Knowledge

**Project Manager Joe Blum** and **Resident Engineer James Ling, P.E.** successfully managed the construction of **OCWD's City of Tustin PFAS Treatment Plant.** Additionally, **Chandler Cartolano** and **Joe Hawes** provided field QA/QC services for the **City's Well 32 Rehabilitation Improvements Project**, which included electrical upgrades to the **John Garthe Reservoir** pump station and a new chemical storage facility. This recent **PFAS experience, site-specific knowledge, and established relationships with OCWD and City of Santa Ana staff** will allow Butier to deliver efficient and coordinated CM&I services.



### Delivering Community Sensitive Projects

**Butier has a strong track record delivering complex projects in sensitive, high-profile communities.** This Project will require careful coordination between contract requirements and stakeholder needs. Clear communication protocols will help minimize change order risk for OCWD. **Our team, particularly Project Manager Joe Blum, has managed construction in high-traffic, noise-sensitive areas near residential and commercial zones.** He brings extensive outreach experience across Southern California, including coordinating with community leaders, preparing/distributing public notices, hosting neighborhood meetings, and presenting to public boards.



We appreciate the opportunity to provide a proposal for OCWD's City of Santa Ana PFAS Treatment at John Garthe Reservoir Project and are confident that we have assembled a team that will serve the best interests of all project participants. **I am Butier's main point of contact for future communication during the selection process.** Therefore, any questions regarding our proposal can be directed to me for clarification at **714.832.7222** and **jrbutier@butier.com**.

Respectfully Yours,  
**BUTIER** Engineering, Inc.

Mark M. Butier, Jr.  
President/CFO



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**SECTION 1.**  
*Experience & Record of Past  
Performance*

# SECTION 1.

## Experience & Past Performance

### A. Areas of Expertise & Representative Projects

The Butier Team has provided comprehensive construction management services on multiple, large-scale advanced water treatment facilities, pipelines, and OCWD Basin groundwater wells. These projects have been delivered with site challenges in congested, high traffic areas requiring public outreach and community action strategies. Our summary of experience on the following pages demonstrates the ability of our team to work as a true extension of the District's staff. We manage projects with tested project control systems and proven management procedures to ensure cost, schedule, and quality goals are achieved.

#### Advanced Water Treatment Facilities

The Butier Team's expertise in advanced water purification facilities dates back to the firms' origins. **Representing over \$2 billion in construction costs**, our key personnel have performed engineering, constructability reviews, cost model and schedule reviews, construction management, inspection, commissioning, and startup services on a **number of the largest water infrastructure projects in California**. Projects have included the following components:



- PFAS, 1,2,3-TCP, and VOC Removal Treatment Facilities
- Groundwater Replenishment Systems (130 MGD) and Seawater Desalination Treatment (50 MGD)
- Ion Exchange, Granular Activated Carbon, Microfiltration, Reverse Osmosis, and Ultra Violet Disinfection Treatment Processes
- Tertiary Treatment Plants and Title 22 Upgrades
- Chemical Storage Facilities
- Expansion of Headworks and Secondary Treatment Facilities
- Primary and Secondary Clarifiers
- Pump Stations and Flow Basins
- Dual Media Filters
- Yard Piping and Telemetry Systems
- Electrical, Instrumentation & Controls
- Water Quality Laboratories

#### Well Rehabilitation/Improvements

Our key personnel have performed constructability reviews, construction management, field QA/QC, and value engineering services for numerous groundwater wells, wellhead treatment, and equipping projects including, but not limited to, the following:



- **Well 32 Rehabilitation Improvements; Santa Ana, CA (City of Santa Ana)**—Well rehabilitation, new well building, discharge piping, and chemical storage facility.
- **Mid-Basin Injection Wells – Centennial Park; Santa Ana, CA (OCWD)**—4 groundwater injection wells and 2 monitoring wells.
- **OC Groundwater Storage Program (OCWD)**—8 municipal water production wells in the cities of **Santa Ana (Wells 40 and 41)**, Anaheim, Garden Grove, Buena Park, Cypress, Westminster, and Placentia. Housing structures, disinfection facilities, pumps, motors, piping, and sitework.
- **Multiple Safe Drinking Wellhead Treatment Projects (Water Replenishment District of Southern California)**—California American Water Company Arlington Well, Lynwood Well No. 11, and Huntington Park Well No. 15; Los Angeles, CA. **Close coordination with DDW.**
- **Edinger Avenue Well Phase II Equipping; Tustin, CA (City of Tustin)**—2,376 SF block building enclosing the well pump, electrical equipment, and chlorine room. **Coordination with the City of Santa Ana.**
- **Chino Creek Well Field Equipping, Well Nos. I-16, I-17, I-18, I-20, and I-21; Chino, CA (Chino Basin Desalter Authority)**—Groundwater wells were equipped as a part of the \$154 million CDA Phase II Expansion.

# City of Tustin PFAS Treatment System and Influent Conveyance

Tustin, California



## OWNER/ADDRESS

**Orange County Water District**  
18700 Ward Street  
Fountain Valley, CA

## CLIENT REFERENCE

**Fernando Almario, PE**  
**Project Manager**  
Tel: (714) 721-6380  
falmario@ocwd.com

## CONSTRUCTION VALUE

\$26,689,012

## COMPLETION

Spring 2025

## PROJECT SIMILARITIES

PFAS Treatment System  
Ion Exchange Technology  
Sodium Hypochlorite Storage Facility  
Community Outreach

## PROPOSED KEY PERSONNEL

Mark Butier, Project Director  
Joe Blum, Senior CM  
James Ling, PE,  
Resident Engineer  
Bruce Phillips, Electrical  
Bryan Wilson, Document Control  
Ninyo & Moore,  
Materials Testing

## PROJECT DESCRIPTION

Butier provided construction management and inspection services for the PFAS Treatment System and Influent Conveyance Project. Portions of Tustin's groundwater supply have been impacted by per- and polyfluoroalkyl substances (PFAS) that are prevalent in the environment and commonly used in various consumer, commercial, and industrial products.

**OCWD and the City of Tustin implemented a new treatment system at the existing Main Street Water Treatment Plant to eliminate these compounds** and continue to provide safe and reliable drinking water supplies to the Tustin customers. The system uses **ion exchange technology** to treat up to 6,400 gallons of groundwater per minute. The centralized plant is fed by four offsite wells connected through approximately 2.5 miles of conveyance pipeline.



## SCOPE OF WORK

- Demolition and Removal of an Existing Reverse Osmosis and Ion Exchange Treatment Plant
- Installation of a New Ion Exchange (IX) Treatment System
- New Sodium Hypochlorite Storage and Disinfection System
- Booster Pump Station and Pipe Removal and Replacement
- Reinforced Structural Concrete
- Above and Below Grade Waterlines and Sewer and Storm Drain Improvements
- New Electrical Service, MCCs, VFDs, ATS, Instrumentation and Control
- Upgrades to the City of Tustin's Existing SCADA System
- Connect and install approximately 2.5 miles of influent pipeline from (4) offsite wells to the new treatment system including asphalt removal and replacement, striping, and traffic control

# 2 Well 32 Rehabilitation & John Garthe Reservoir Improvements

Santa Ana, California



## OWNER/ADDRESS

**City of Santa Ana Public Works — Water Resources**  
20 Civic Center Plaza  
Santa Ana, CA

## CLIENT REFERENCE

**Cesar Barrera, PE**  
Tel: (714) 673-3408  
cbarrera@santa-ana.org

## CONSTRUCTION VALUE

\$14,089,403

## COMPLETION

August 2025

## PROJECT SIMILARITIES

Well Rehabilitation

John Garthe Reservoir Improvements

Sodium Hypochlorite Chemical Building

Community Outreach

## PROPOSED KEY PERSONNEL

Mark Butier,  
Project Director

Chandler Cartolano, CCM  
QA/QC Manager

Joe Hawes, CCM, CWI, NACE  
Field Inspector

Bryan Wilson,  
Document Control

## PROJECT DESCRIPTION

Butier Engineering Inc., provided construction management and inspection services for the Well 32 Rehabilitation & John Garthe Reservoir Improvements Project. The project addresses elevated nitrate levels detected at Well 32 and included the following improvements to ensure safe, reliable water delivery to the community:

### John Garthe Reservoir

Construction of a chemical building/restroom facility and associated on-site piping, including pressure control and chemical injection vaults. The facility, which houses the **sodium hypochlorite generation equipment**, was constructed of CMU walls on a concrete pad with corresponding plumbing, mechanical, electrical, instrumentation and control facilities. Electrical upgrades were completed to the John Garthe Booster Pump Station.



### Morrison Park — Well 32

- Demolition of the existing underground well vault, valves, piping and related structures
- Raising the well pump structure to grade, including modifications to the well casing, column and appurtenances
- New above ground well building with a pump and electrical room, including well pump/motor, well discharge and well to waste valves and piping
- Yard piping, irrigation, landscaping, and repair and resurfacing of basketball/tennis courts
- Replacement of the tennis court fence enclosure and the court lighting and corresponding electrical facilities

### City Street Rights-of-Way

Construction of a new 12-inch well discharge pipeline—approximately 3,700 LF with parallel fiber optic conduit—that connects the well site at Morrison Park to the John Garthe Reservoir. Work included bridge attachments, pipe supports, pavement restoration, and traffic control.

# 3 1,2,3-Trichloropropane (TCP) Removal Treatment Plant

Chino Hills, California



## OWNER/ADDRESS

**City of Chino Hills**  
14000 City Center Drive  
Chino Hills, CA

## CLIENT REFERENCE

**Fe Rama, P.E.**  
**Project Manager**  
Tel: (909) 364-2776  
frama@chinohills.org

## CONSTRUCTION VALUE

\$14,772,854

## COMPLETION

2025

## PROJECT SIMILARITIES

Advanced Water Purification  
Centralized Treatment Plant  
GAC Treatment Technology  
Pump Station Improvements

## PROPOSED KEY PERSONNEL

Mark Butier,  
Project Director

Casey Harris,  
Senior Scheduler

Bryan Wilson,  
Document Control

Ninyo & Moore,  
Materials Testing

## PROJECT DESCRIPTION

Butier Engineering, Inc. provided construction management and special inspection services for the water treatment facility, which will **enable the City of Chino Hills to reactivate six City-owned wells**. The project will ensure compliance with the California State Water Resources Control Board's maximum contaminant level (MCL) for Trichloropropane (TCP), which was detected in the City's groundwater wells supply.

The water treatment facility uses **advanced water purification technology to produce 3 MGD of high-quality local drinking water**. City wells will pump groundwater from the Chino Basin Aquifer to the TCP treatment plant, where it will be filtered through **granular activated carbon (GAC) to remove 1,2,3-TCP**. The treated water will be rigorously tested to ensure it meets all safety and quality standards, and the plant will automatically shut down if standards are not met. After passing all quality checks, the treated water will be distributed to customers.

## SCOPE OF WORK

- Construction of a centralized GAC treatment plant
- Installation of ten (10) GAC treatment vessels, surge tank, connections to existing utility mainlines, testing, startup, and commissioning
- Booster 9 Station improvements, including replacing pumps and motors, and upgrading electrical units and telemetry system
- Installation of 6-foot block wall, gates, fencing, landscaping, and irrigation
- Site grading, earthwork, tree removal, piping, paving, and foundations

## PROJECT BENEFITS

- Reduces dependence by over 75 percent on costly water that is imported from the State Water Project, purchased from the Metropolitan Water District, treated at the Water Facilities Authority in Upland, and provided by the Monte Vista Water District and the Chino Basin Desalter Authority.
- Provides residents with an additional local source of high-quality drinking water that is clean, safe, drought-proof, and cost-effective.

# 4 Chino I Desalter VOC Treatment Facilities

Chino, California



## OWNER/ADDRESS

**Chino Basin Desalter Authority**  
6905 Kimball Avenue  
Chino, California

## CLIENT REFERENCE

**Tom O'Neill**  
**General Manager**  
Tel: (909) 218-3729  
toneill@chinodesalter.org

## CONSTRUCTION VALUE

\$12,039,070

## COMPLETION

July 2023

## PROJECT ELEMENTS

GAC Treatment Technology  
New Chemical Storage Building  
Multiple Tie-Ins  
Planned Shutdowns  
Minimized Disruption to Operations

## PROPOSED KEY PERSONNEL

Mark Butier, Project Director  
Casey Harris, Senior Scheduler  
Bruce Phillips, Electrical  
Bryan Wilson, Document Control  
Ninyo & Moore, Materials Testing

## PROJECT DESCRIPTION

Butier provided construction management and inspection services. The project supports the County of San Bernardino's effort to mitigate groundwater contamination consisting of VOCs from the Chino Airport Plume.

In a joint effort with the County, CDA constructed two new **granular activated carbon (GAC) treatment facilities to remove VOCs from seven CDA wells and new County wells.**

The two systems have a combined capacity of 3,550 gpm with provisions for expanding an additional 800 gpm.

## SCOPE OF WORK

- Construction of Two New VOC Treatment Facilities
- Demolition and Removal of various structures
- New Storage Building, Electrical, Instrumentation & Controls
- System Performance Testing and Startup Activities
- Cartridge and Bag Filtration Systems
- Sulfuric Acid Storage and Feed Systems
- Off-site Raw Water Conveyance Pipeline
- Multiple Tie-ins to Existing Pipelines, with Planned Shutdowns to Minimize Disruption to the Operation of the Desalter
- The Butier Team reviewed the contractor's schedule to ensure at least two weeks advance notice was given to CDA for all shutdowns
- Butier coordinated lockout/tagout procedures with CDA staff and the Contractor



# 5 Peck Reservoir Replacement, Pump Station & Groundwater Treatment Facility

Manhattan Beach, California



## OWNER/ADDRESS

City of Manhattan Beach,  
Public Works

3621 Bell Avenue  
Manhattan Beach, CA

## CLIENT REFERENCE

Gilbert Gamboa, P.E.  
Project Manager

Tel: (310) 802-5356  
ggamboa@manhattanbeach.gov

## CONSTRUCTION VALUE

\$32,600,000

## COMPLETION

September 2023

## PROJECT ELEMENTS

8 MG Reservoir

Pump Station Control Building

Groundwater Treatment Facility

Well Water Transmission Pipeline  
Replacement

Multiple Stakeholder  
Coordination

## PROPOSED KEY PERSONNEL

Mark Butier, Project Director

Joe Blum, Senior CM

James Ling, Resident Engineer

Casey Harris, Senior Scheduler

Bryan Wilson, Document Control

Ninyo & Moore, Materials Testing

## PROJECT DESCRIPTION

The Butier team provided construction management, inspection, public outreach, environmental impact monitoring, and soils/materials testing services. The replacement of the City's largest drinking water storage reservoir was the second largest capital improvement project in its recent history.

The 7.5 MG reservoir, which was more than 60 years old, was replaced with a new 8 MG reservoir that will be viable for approximately 75 years. **The new reservoir enhances the City's drinking water storage and system reliability, ensures long-term dependability and balances the use of local groundwater with current imported supply.**

The reservoir operation was removed during construction. To ensure that there was no impact to water service, City Public Works staff operated the water system through the use of the City's second reservoir site (Block 35), and other City water facilities were utilized during the construction duration.

## Reservoir, Control Buildings, and Treatment Facility

- **8 MG partially buried cast-in-place concrete reservoir** increased capacity by 500,000 gallons to store drinking water supplies and service firefighting during and emergencies.
- **Pump Station Control Building** houses new efficient pumping and electrical equipment.
- **Groundwater Treatment Facility** houses a state-of-the-art filtration system, increasing the use of the local source of drinking water.

## Off-site Pipeline Replacement

- The off-site trench work replaced an aged well water transmission pipeline in the adjacent neighborhood on the east side of the reservoir site.
- A new sanitary sewer pipeline was constructed along 18th Street to Herrin Avenue.
- Utility services were reconnected in the intersection of Peck Avenue and 18th Street.



# 6 Mid-Basin Injection Wells—Centennial Park

Santa Ana, California



## OWNER/ADDRESS

**Orange County Water District**  
18700 Ward Street  
Fountain Valley, CA

## CLIENT REFERENCE

**Ben Smith, PE**  
**Project Manager**  
Tel: (714) 378-3211  
bsmith@ocwd.com

## CONSTRUCTION VALUE

\$29,500,000

## COMPLETION

2020

## PROJECT ELEMENTS

Four groundwater injection wells

Two Monitoring Wells

Water Injection Supply Pipeline

Submersible Pumps

Park Enhancements

Roadway Improvements

Coordination-City of Santa Ana

Community Outreach Assistance

## PROPOSED KEY PERSONNEL

Mark Butier, Project Director

Casey Harris, Scheduler

Bryan Wilson, Document Control

Ninyo & Moore, Materials Testing

## ENGINEER OF RECORD

Tetra Tech

## PROJECT DESCRIPTION

Butier provided constructability review, project coordination, construction management, and field inspection services for the Mid-Basin Injection Wells Project located within the **City of Santa Ana's 87-acre Centennial Park**. The wells are used to directly inject product water from the District's GWRS into the groundwater aquifer in the central portion of the Orange County groundwater basin. The scope of work included the following:

- Construction of **four (4) groundwater injection wells** in below grade vaults (1,200 feet deep) and all related appurtenances
- Construction of **two monitoring wells** and all related appurtenances
- Construction of 5,700 linear feet of purified recycled water injection supply pipeline that connects to the District's existing GWRS pipeline and crosses the Santa Ana River via a bridge
- Construction of 4,200 liner feet of backflush discharge pipeline that discharges to the Greenville-Banning Channel and Centennial Park Lake
- Installation of **submersible pumps** within the four injection wells
- Repaving of 9.6 acres of parking areas and roadways circling Centennial Park
- Demolition of an existing **City of Santa Ana** restroom facility and construction of new restrooms and changing rooms near the park's soccer fields
- Construction of a new structure to replace existing restrooms and adding a park office near the skate park
- Construction of a new sidewalk between the parking lot and soccer fields
- Replacement of fencing surrounding the skate park with 8-foot fencing and installation of surveillance cameras
- Site improvements to the Heritage Museum

## Multiple Stakeholder Coordination

The design and construction of this project required special consideration of Park impacts. The project required **close coordination with the City of Santa Ana, Santa Ana Unified School District, Heritage Museum, and state and federal agencies.**



**SECTION 2.**  
*Project Team & Qualifications*

SECTION 2

## SECTION 2. Project Team & Qualifications

### A. PROJECT TEAM ORGANIZATION

Butier has assembled a multidisciplinary team of construction management and inspection professionals whose **qualifications align precisely with the scope and technical demands of the Project**. Each team member brings relevant, hands-on experience in providing construction management and inspection services for projects involving the **treatment and removal of PFAS, volatile organic compounds (VOCs), and 1,2,3-TCP contaminants**. A recent example of this expertise is our work on **OCWD's City of Tustin PFAS Treatment System and Influent Conveyance Project, led by Project Manager Joe Blum and Resident Engineer James Ling, PE**.

#### Single-Source Project Delivery

The CM Team is a key link to a successful project. By having the Butier Team serve OCWD as a **single-source of responsibility**, the project will proceed expeditiously. The team brings a collective depth of experience that supports OCWD's cost, schedule, and quality objectives while functioning as an **independent, third-party CM**. Our ability to integrate seamlessly with both **OCWD and City of Santa Ana** project management staff enhances collaboration and project delivery.

#### Continuity of Personnel

**We approach the City of Santa Ana PFAS Treatment at John Garthe Reservoir Project with a spirit of partnership**, building upon our recent collaboration with OCWD on the Tustin PFAS Treatment System Project and the City of Santa Ana on the Well 32 Rehabilitation Improvements Project.

**Our proposed team brings direct familiarity with the John Garthe Reservoir site** and a working understanding of the division of responsibilities between OCWD and the City of Santa Ana Public Agency—Water Resources. This continuity ensures efficient communication, informed decision-making, and faster resolution of field issues, which are critical to project success.

#### Streamlined Project Resources

Our staffing plan has been carefully tailored to the specific scope, complexity, and operational impacts of this project. Team members have been selected based on their specialized expertise and ability to meet project demands. This strategy

maximizes value by aligning the most qualified personnel with each role, an approach that strengthens OCWD's defense against potential claims and optimizes the use of contract administration budgets.

Additionally, Butier's Project Manager and Resident Engineer have full access to teams of civil, mechanical, electrical, and structural engineers, specialty consultants, and inspectors through existing teaming arrangements with local firms.

#### Efficient Project Tracking & Collaboration

Utilizing **Procore**, Butier's cloud-based project management platform, our team will streamline communication, submittal reviews, documentation, and approval workflows. Combined

with our strong working relationships with agency and contractor personnel, this ensures rapid issue resolution and efficient progress tracking.

Our CM team will maintain active coordination with all stakeholders, including OCWD, the City of Santa

Ana, Tetra Tech, subcontractors, and subconsultant Ninyo & Moore (materials testing and specialty inspection). This open and proactive communication ensures alignment throughout all project phases.

#### Local, Dedicated CM Team

All Butier field staff assigned to this project report from our local office in Tustin, located at:

**17822 E. 17th Street, Suite 404  
Tustin, CA 92780**

To ensure continuity and consistent project execution, the personnel proposed will remain committed for the duration of the project. **No substitutions or reassignments will occur without prior written approval from the District.**

**A Project Team Organization Chart and biographical summaries** for key personnel from Butier and our partner firm, Ninyo & Moore, are included on the following pages. **Full resumes detailing each individual's qualifications and project experience are provided in the Appendix.**

## B. PROJECT TEAM ORGANIZATION CHART



## C. CM TEAM QUALIFICATIONS & AVAILABILITY



**JOE BLUM**  
Project Manager

As your Project Manager, **Joe will serve as OCWD's primary point of contact throughout all phases of the Project,**

reporting directly to the District's Project Manager. He will work closely with Butier's Resident Engineer and QA/QC Manager and maintain on-going interaction with the Designer, Contractor, and other project stakeholders. He will be responsible for public outreach assistance, contract administration, change order and claims management, and preparation of communications manuals and progress reports.

### Availability:



### Education

B.S., Civil Engineering, California Polytechnic University, San Luis Obispo, 1982

**Years with Butier:** 18

### Contact Information:

Tel: 714.448.0216 / Email: jblum@butier.com

### Professional Summary

Joe has over **40 years of hands-on experience** working on all phases of the design and construction of water and wastewater projects including treatment facilities, wells, pump stations, pipelines, reservoirs, channels, basins, and wetlands. **He offers strong project management and technical expertise, particularly in contract administration.** His capabilities also include field supervision, design review, and project scheduling.

**Joe possesses superior communication skills and will act as a liaison between OCWD and key stakeholders. He has managed extensive public outreach efforts** for projects located within high-end residential communities throughout Southern California. Joe has coordinated with community/HOA leaders and organized neighborhood meetings to gather concerns.

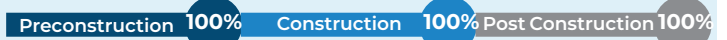
### Project/Stakeholder Experience

- OCWD, **Tustin PFAS Water Treatment System** and Influent Conveyance Pipeline
- **City of Santa Ana**, San Lorenzo Sewer Lift Station
- Simon Ranch Reservoir, Booster Pump Station, and Pipeline Replacement (**Tetra Tech**)
- Rawlings Reservoir Repair and Replacement (**Tetra Tech**)
- City of Manhattan Beach, 8 MG Peck Reservoir Replacement
- City of Tustin, Edinger Ave Well — Phase II Equipping



**JAMES LING, PE**  
Resident Engineer

As your Resident Engineer, **James will work closely with Butier's Project Manager and QA/QC Manager and maintain on-going interaction with the District's Project Manager, Designer, Contractor, and other project stakeholders.** He will supervise the construction project field office and personnel and will be responsible for all field activities including field contract administration work, inspections, and interfacing with the operations personnel and regulatory agencies. James will respond to Contractor RFIs and submittals, lead meetings, prepare correspondence, and will lead resolution of day-to-day construction issues raised.



### Education

B.S., Civil Engineering, University of California, Berkeley, 1992

### Professional License

CA Professional Civil Engineer, No. 56715, Exp. 6/30/2027

**Years with Butier:** 5

### Contact Information:

Tel: 714.425.3457 / Email: jling@butier.com

### Professional Summary

James is a **registered civil engineer with demonstrated success in construction and project management.** With over 25 years of hands-on experience in public infrastructure, private consulting and public service, James brings unique skills to manage project risk and deliver complex projects to meet design, schedule, cost, and quality objectives.

His project experience includes public works infrastructure projects, residential, commercial, and industrial developments. **James is quick to establish cooperative working relationships** with clients, public agencies, residents, consultants and contractors from diverse backgrounds and cultures.

### Project/Stakeholder Experience

- OCWD, **Tustin PFAS Water Treatment System** and Influent Conveyance Pipeline
- **City of Santa Ana**, South Main Corridor Improvements
- City of Manhattan Beach, 8 MG Peck Reservoir Replacement
- WBMWD, Juanita Millender-McDonald Carson Regional Water Recycling Plant Phase II Expansion
- Mesa Water District, Chandler Avenue Well No. 12, Croddy Way Well No. 14, and Pipeline Project, Santa Ana, California

Team Member/Contact Info.	Areas of Expertise/Recent Experience
 <p><b>MARK M. BUTIER, JR.</b> Project Director</p> <p><b>Years with Butier:</b> 38</p> <p>Tel: 714.240.0870 Email: jrbutier@butier.com</p>	<p>Mark's expertise includes 38 years of project management, client relations, contract management, staff resource management, claims mitigation, and public outreach for water/wastewater treatment, storage, and conveyance projects. As Butier's Project Director, Mark will function as the primary point of contact between Butier and OCWD and the City. He will support Butier's Project Manager and RE with coordinating technical and human resources to meet the requirements of the project.</p> <p>His recent project experience includes the <b>OCWD's City of Tustin's PFAS Treatment System and Influent Conveyance Pipeline; City of Santa Ana's Well 32 Rehabilitation Improvements; City of Santa Ana's San Lorenzo Sewer Lift Station;</b> and City of Manhattan Beach 8 MG Peck Reservoir Replacement.</p> <p><b>Mark's established relationships with project management staff at OCWD and the City will support streamlined communication and coordination throughout the project.</b></p> <p><b>Availability:</b></p> 
 <p><b>CHANDLER CARTOLANO, CCM</b> QA/QC Manager</p> <p><b>Years with Butier:</b> 5</p> <p>Tel: 714.425.4287 Email: ccartolano@butier.com</p>	<p>Chandler is a <b>Certified Construction Manager (CCM)</b> with excellent project management and document control skills. He brings experience in contract administration, including change order requests, pay requests, preparation of subcontracts, and records management, as well as supervision of work crews in the field, design review, project scheduling, and client interface.</p> <p>As the QA/QC Manager, Chandler will be responsible for implementing the QA/QC program, coordinating field inspection staff, and documenting daily inspection activities to ensure compliance. His responsibilities have also included assisting the PM/RE with the flow and storage of project documentation between key stakeholders.</p> <p><b>Chandler has recent, site-specific knowledge</b> having provided similar services for the <b>City of Santa Ana's Well 32 Rehabilitation Improvements</b> which included the construction of a chemical building/restroom facility and associated on-site piping, including pressure control and chemical injection vaults at the <b>John Garthe Reservoir.</b> <b>In addition, he worked closely with OCWD staff members during the GWRS Final Expansion Project.</b></p> <p><b>Availability:</b></p> 
 <p><b>JOE HAWES, CCM, CWI, NACE</b> Coatings Inspector</p> <p><b>Years with Butier:</b> 11</p> <p>Tel: 949.633.4382 Email: jhawes@butier.com</p>	<p>Joe is a <b>Certified Construction Manager (CCM)</b> and special inspector with demonstrated success in construction management and field inspection. With 20 years of hands-on experience in public infrastructure, he has managed the scheduling and daily field operations for treatment facilities, wells, pump stations, reservoirs, and pipelines. He has performed inspections for electrical, plumbing, post-tension, reinforced concrete, welding, structural masonry, and soils/engineered fill operations.</p> <p><b>Joe has recent, site-specific knowledge</b> having provided similar services for the <b>City of Santa Ana's Well 32 Rehabilitation Improvements</b> which included the construction of a chemical building/restroom facility and associated on-site piping, including pressure control and chemical injection vaults at the <b>John Garthe Reservoir.</b> <b>In addition, he worked closely with OCWD staff members during the GWRS Final Expansion Project.</b></p> <p><b>Availability:</b></p> 

Team Member/Contact Info.	Areas of Expertise/Recent Experience
 <p><b>CASEY HARRIS</b> Senior Scheduler</p> <p><b>Years with Butier:</b> 44</p> <p>Tel: 310.508-2813 Email: charris@butier.com</p>	<p>Casey has 45 years of varied experience as a project manager and senior scheduler. He is an expert CPM scheduler, has established and implemented effective change order control systems, negotiated change orders, and resolved contractor claims. He will utilize <b>Oracle Primavera P6</b> to provide comprehensive baseline schedule review and updates on an as-needed basis. He will review the Contractor’s pay estimate, prepare look-ahead schedules, and provide monthly schedule updates, time impact analyses, schedule revisions, and as-built schedule submittals.</p> <p>Casey performed schedule review services for <b>OCWD’s GWRs Final Expansion and Mid-Basin Injection—Centennial Park Projects, the City of Santa Ana’s San Lorenzo Sewer Lift Station, and the City of Manhattan Beach’s 8 MG Peck Reservoir Replacement.</b></p> <p><b>Availability:</b></p> 
 <p><b>BRYAN WILSON</b> Document Control Specialist</p> <p><b>Years with Butier:</b> 11</p> <p>Tel: 714.335-6367 Email: bwilson@butier.com</p>	<p>Bryan will assist Butier’s Project Manager and RE with establishing document control procedures and managing lines of authority. The project team will be integrated into the Procore Project Management Software to ensure relevant project communications are promptly memorialized and distributed to the District’s Project Manager, the City, Design Engineer, the Contractors, CM Team, and key stakeholders.</p> <p>Following project completion, Bryan will assist the Project Manager and RE with furnishing all documents and final project reports to the District in a format that will meet the District’s archive standards. He performed in the same role for <b>OCWD, City of Tustin’s PFAS Treatment System and Influent Conveyance Pipeline; City of Santa Ana’s San Lorenzo Sewer Lift Station; City of Manhattan Beach 8 MG Peck Reservoir Replacement; OCWD’s Mid-Basin Injection at Centennial Park; and OCWD’s GWRs Final Expansion.</b></p> <p><b>Availability:</b></p> 
 <p><b>BRUCE PHILLIPS</b> Electrical Inspector</p> <p><b>Years with Butier:</b> 6</p> <p>Tel: 661.858-6415 Email: bphillips@butier.com</p>	<p>Bruce is an experienced Electrical Inspector and Integration Specialist. He has over 30 years of experience providing these services for water and wastewater treatment, storage, and conveyance projects. Bruce coordinates integration work activities between the Contractor and operations and SCADA staff and Programmer and PLC and SCADA programming and testing activities. He will provide electrical inspection services as outlined in the scope of work and witness “pre-startup” and completed equipment and system performance testing to verify compliance with the design intent and contract documents.</p> <p>Bruce has recently provided these services for the following projects: <b>OCWD, City of Tustin’s PFAS Treatment System and Influent Conveyance Pipeline, OCWD’s GWRs Final Expansion, Chino Basin Desalter Authority’s Chino I Desalter VOC Treatment Facilities,</b> and West Basin Municipal Water District’s Juanita Millender-McDonald Carson Regional Water Recycling Plant Phase II Expansion.</p> <p><b>Availability:</b></p> 

Materials Testing & Specialty Inspection

Ninyo & Moore provides high-quality geotechnical engineering and materials testing and inspection services. Their staff of 500 professionals consists of registered geotechnical, civil, and environmental engineers; engineering geologists; hydrogeologists; environmental scientists; certified technicians and field inspectors; and hazardous waste and regulatory compliance specialists. The firm has successfully completed work on hundreds of water, recycled water, pipeline, and wastewater treatment plants, water and potable water, trunk sewer, lift and pump station, storm drain, sewers, and reservoir projects throughout the western United States.

Ninyo & Moore has **three fully equipped, certified soils and materials testing laboratory facilities in Southern California.**

Their laboratories are certified by AASHTO, CCRL, Caltrans, DSA, the City of Los Angeles, and many other agencies. **Ninyo & Moore provided geotechnical and materials testing as a subconsultant to Butier for the following similar treatment and well projects:**

- OCWD PFAS Treatment System and Influent Conveyance
- OCWD Mid-Basin Injection Wells—Centennial Park
- City of Chino Hills 1,2,3-TCP Removal Treatment Plant
- CDA Chino I Desalter VOC Treatment Facilities
- WRD Multiple Safe Drinking Water Wellhead and Sativa Well 5 Treatment Projects

Team Member/Contact Info.	Areas of Expertise/Recent Experience
 <p><b>GARRETH SAIKI, PE, GE</b> Principal Engineer</p> <p><b>Years with N&amp;M:</b> 27</p> <p>Tel: 949.753-7070 Email: gsaiki@ninyoandmoore.com</p> <p><b>Availability:</b> As-Needed</p>	<p>As a Principal Engineer at Ninyo &amp; Moore, Garreth leads geotechnical evaluations for a wide range of public and private projects, including water infrastructure, transportation systems, and buildings. His expertise includes slope stability, pavement and pipeline design, and foundation recommendations. He prepares and reviews geotechnical reports, oversees field activities, supervises staff and inspectors, and ensures compliance with applicable codes and standards such as UBC, CBC, FAA, Caltrans, AASHTO, and the Greenbook.</p> <p>Garreth performed as the Principal Engineer for <b>OCWD’s PFAS Treatment Systems Wells 20, 21, and 22 and City of Tustin PFAS Treatment System and Influent Conveyance Projects, Ion Exchange PFAS Treatment System in Montebello, CA, and the City of Manhattan Beach 8 MG Peck Reservoir Replacement Project.</b></p>
 <p><b>MATTHEW JACOBS, ACI, ICC</b> Senior Field Technician/Inspector</p> <p><b>Years with N&amp;M:</b> 13</p> <p>Tel: 949.753-7070 Email: mjacobs@ninyoandmoore.com</p> <p><b>Availability:</b> As-Needed</p>	<p>As a Senior Field Technician at Ninyo &amp; Moore, Matthew performs inspection and testing services for structural concrete, masonry, asphalt, and earthwork on public works and infrastructure projects. He provides construction management support, quality control for underground utilities and foundations, and documents geotechnical observations, slope stability, and batch plant inspections, as well as field and lab testing.</p> <p>Matthew’s ACI certifications include Field Testing Technical Grade I, Aggregate Level I, Strength Tester, and Laboratory Technician Levels I and II. He is an ICC Certified Soils and Reinforced Concrete Special Inspector. Additional certifications include Caltrans Beams and Concrete, County of Orange Special Inspector, City of Los Angeles Deputy Building Inspector (Concrete and Grading), FRP Qualified Inspector, Radiation (Nuclear Gauge) User Safety, and USDOT Hazmat.</p> <p>Matthew performed as a Senior Field Technician/Inspector for <b>OCWD’s City of Tustin PFAS Treatment Plant and Influent Conveyance Project, Ion Exchange PFAS Treatment System in Montebello, CA, and IRWD/Orange Park Acres Well No. 1 Wellhead Facilities.</b></p>



**SECTION 3.**  
*Project Overview & Approach*

# SECTION 3.

## Project Overview & Approach

### A. Project Overview

The Butier Team has been tracking the progress of the City of Santa Ana PFAS Treatment at John Garthe Reservoir Project. We have attended the pre-proposal meeting and thoroughly reviewed the project documentation to gain a clear understanding of the main goals, objectives, and challenges. **The Project serves as critical function in the Orange County Groundwater Basin, which supplies 85% of the drinking water supply to north and central Orange County.**

#### Background & Objectives

OCWD and the City of Santa Ana are **dedicated to providing safe and reliable drinking water to the community that consistently meets all state and federal drinking water standards.** The objective of the Project is to provide a PFAS treatment system to treat up to 9,600 gallons per minute of water produced from five (5) existing City of Santa Ana wells: 18, 24, 32, 36, and 39. The treated water will be conveyed to on-site reservoirs for storage and later pumped to distribution to meet system demand. OCWD is funding the construction of the Project as a part of its Facilities and Program Agreement with the City. Once the project is completed, the District will transfer the treatment system and City improvements constructed as part of the Contract to the City.

#### Project Components

The existing site, confined to the City's property, includes two 5.0 MG circular reservoirs, one 5.0 MG rectangular reservoir, booster pump station, wells 18, 36, and 39, on-site sodium hypochlorite generation and storage facility, MWD turn-out, and hydro-generation facility. **Please refer to Exhibit 1 located on the following page for a summary of the project scope.**

- **PFAS Treatment System:** Three (3) multi-filter cartridge filter pressure vessels, six (6) ion exchange absorption trains; each train consists of two (2) 12' diameter pressure vessels and valve manifold. Vessels and pipe racks will be placed on a reinforced concrete pad. Treated water is conveyed to the north and south reservoirs. The Contractor will be responsible for coordinating the loading of District furnished ion exchange resin media.
- **Wells 18 & 36:** Replacement of well pump, motor, existing pump drive with a VFD, and existing well discharge piping, valves, and appurtenances. Well 18 also includes the construction of a new CMU building housing the well pump, motor, piping, and electrical equipment.



- **Well 39 Improvements:** Replacement of well pump, motor, existing pump drive with a VFD, and existing well discharge piping, valves, and appurtenances; replacement of the existing hydro-generator, piping, valves, and appurtenances; ventilation improvements to the existing well building; expansion of the well building to house relocated electrical panels for the hydro-generation unit, well, and PFAS treatment controls.
- **Site Improvements:** Construction of sand separator for Well 32; replacement of the existing 100 lb/day sodium hypochlorite generation system with a 400 lb/day system; upgraded metering pumps and brine maker, bulk sodium hypochlorite and brine storage tanks, concrete containment area with steel canopy; new reservoir isolation valves; screen wall; landscaping, and site drainage improvements.

#### Proven Expertise & Site-Specific Knowledge

The Butier Team possesses a deep understanding of the Project's critical nature and technical requirements. **Our team has recent, hands-on experience at the project site, where we successfully delivered CM&I services for the City's Well 32 Project.** This provides our personnel a comprehensive grasp of the operational constraints and logistical considerations unique to this location.

Our key personnel's involvement in **OCWD's City of Tustin PFAS Treatment Project** highlights our ability to manage PFAS-related construction. This experience has provided our team with proven strategies for multiple stakeholder coordination, regulatory compliance, and project execution.

**Our strong relationships with District and City staff** will be instrumental in facilitating effective communication, proactive issue resolution, and seamless project execution. These relationships, combined with our knowledge of PFAS treatment technologies and local infrastructure, will be critical to ensuring efficient sequencing and phasing.

## Exhibit 1. Summary of Project Scope

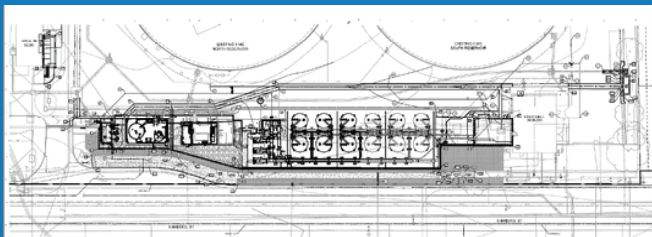
### Santa Ana PFAS Treatment at John Garthe Reservoir Construction Management and Inspection Services



#### Existing Conditions:



## Construction Scope of Services



- **New PFAS Treatment facility** consisting of three (3) multi-filter cartridge filter pressure vessels, six (6) ion exchange adsorption trains; each train consists of two (2) 12-ft diameter pressure vessels and a valve manifold and a new chemical injection location
- **Yard piping improvements** to combine Wells 18, 36, 32, and 24 to headworks of the treatment site
- Expansion of the existing sodium hypochlorite generation system
- **Site improvements** including grading, paving, sidewalks, piping, storm drain treatment, masonry walls, landscaping, etc.
- **Improvements to Wells 18, 36, and 39** including replacement of the existing hydro-generator at SA-1
- General electrical improvements and facilities, installation of VFDs, instrumentation equipment, and instrumentation and control systems

## Project Details:

- **Construction Duration**
  - January 15, 2026, to May 4, 2028 (840 Calendar Days)
- **Working Hours**
  - 7:00 AM to 6:00 PM, Monday-Friday
- **Engineer's Estimate:**
  - \$35 million

## Exhibit 2. Key Project Challenges

The Butier Team thoroughly reviewed all available project documents to develop a clear understanding of the anticipated risks and challenges anticipated for the Project. Exhibit 2 below provides an initial assessment of key construction risks, along with recommended mitigation strategies. By proactively identifying potential issues and outlining solutions in advance, we aim to maintain project momentum and help OCWD meet its objectives including minimizing cost and schedule impacts.

CHALLENGES	POTENTIAL IMPACT	PROPOSED MITIGATION STRATEGY	CHALLENGES	POTENTIAL IMPACT	PROPOSED MITIGATION STRATEGY
<b>PFAS Plant Schedule</b> 550 CD substantial completion & water production contract requirement before liquidated damages. Required completion prior to Well 39 & 36 shutdowns.	Delays in plant completion would postpone PFAS treatment availability, water production, and subsequent well shutdowns, which could possibly triggering liquidated damages.	Detailed baseline schedule with monthly updates; enforce milestone tracking; apply liquidated damages if late; include recovery schedule requirements.	<b>Pipeline Construction</b> Multiple pipelines to be constructed within John Garthe Reservoir site. 24-inch raw water line (Wells 24, 32, 36), 24-inch effluent water reservoir fill line, Well 18 16-inch discharge, etc.	Construction challenges could disrupt existing utilities, operations access or slow project progress.	Conduct utility potholing before construction; phase installation to minimize disruptions; coordinate closely with City and operation staff.
<b>Final Project Completion</b> 840 calendar days before liquidated damages.	Late completion impacts overall project delivery, financial penalties, and ability to meet regulatory deadlines.	Build float into schedule, establish clear substantial completion milestones, and require weekly construction manager & contractor coordination meetings to monitor progress.	<b>Garthe Booster Pump Station</b> Electrical upgrades at existing MCC, RTU-2 and communication rack.	Delays could impact pumping capacity, distribution reliability and tie-in schedule.	Sequence upgrades to maintain pumping capacity; provide temporary bypass if needed; CM oversight of tie-in activities.
<b>Shutdown Durations</b> Undetermined liquidated damages for each of the following shutdowns: Well 39 (100 days) Well 36 (90 days) Well 32 (80 days) John Garthe Pump Station (21 days)	Extended outages may reduce water supply capacity, disrupt service reliability, and increase reliance on interim sources.	Develop phased shutdown plan with backup supply options; schedule shutdowns during low-demand periods if possible; coordinate with operations staff in advance.	<b>Water Main Shutdown</b> New Well 18 16-inch discharge connection with Well 36, 32 and 24 discharges ahead of the proposed PFAS treatment equipment. Existing 16-inch pipeline to be isolated.	Temporary loss of service for operations, risk of water quality issues and need for extensive coordination.	Contingency plan for emergency service, schedule shutdowns at night or off-peak hours, City and operations coordination.
<b>Long Lead Items</b> Pumps, motors, VFDs, hydro-generator for Well 39, ion exchange pressure vessels.	Late delivery could stall construction sequencing and delay commissioning.	Identify critical equipment early; require early submittals; expedite submittal reviews; track procurement durations with contractor and manufacturers.	<b>Startup of Wells, Generators, PFAS Plant, &amp; Hypochlorite</b> Separate startup and commissioning of electrical, instrumentation and control systems with integrated into City's existing SCADA system.	Extended commissioning period could push back beneficial use, delay regulatory approvals and extend costs.	Develop commissioning plan early; schedule dry runs before startup if necessary; contractor O&M training; involve operations staff.
<b>Critical Submittals</b> Ion Exchange vessels, pumps, electrical equipment, OSHG system equipment.	Slow or incomplete submittals delay approvals, equipment ordering, and installation, causing cascading schedule impacts.	Implement submittal log with deadlines, review within specified turnaround times, conduct weekly submittal status reviews.	<b>Contractor Qualifications</b> Two pressurized water treatment projects within the past 10 years.	Limited bidders could reduce competition, increase bid prices, and risk under-qualified contractors.	Prequalify contractors based on experience with similar water treatment projects, require references, strict bonding/insurance requirements.
<b>American-Made Hydro-Generator</b> Design, manufacturing, delivery and installation of new vertical-shaft hydraulic turbine, generator and controls. Turbine to be manufactured and assembled in USA.	Limited sourcing may increase costs, extend procurement time and impact compliance with project requirements.	Confirm sourcing options early, allow alternatives if possible, coordinate with prequalified vendors.	<b>Bid Schedule</b> Schedule includes 53 lump sum bid items	Lump sum bid structure may reduce cost transparency, create disputes in payment applications, and hinder material tracking.	Contractor's schedule of values shall be detailed and transparent, validate cost allocations, implement progress payment review.
<b>On-site Hypochlorite System</b> Design, manufacturing, delivery and installation of new vertical-shaft hydraulic turbine, generator and controls. Turbine to be manufactured and assembled in USA.	Design complexity could lead to constructability issues, delays in startup or operational risks.	Perform constructability review of design; coordinate with operations staff; possible pilot testing or peer review prior to final approval.	<b>Permitting</b> Includes permits from following agencies: CEQA, State Water Resources Control Board, and City of Santa Ana.	Permit delays could stall construction activities and extend project schedule.	Engage permitting agencies early, track submittals and approvals, maintain regular meetings with agencies, identify alternative work activities to avoid downtime during delays if necessary.
<b>Well Pump &amp; Motor Replacements</b> Includes Well 39, Well 36 and Well 18.	Delays or issues with well pump and motor replacements could reduce system pumping capacity and interfere with PFAS plant tie-in and sequencing.	Develop replacement schedule aligned with shutdowns; inspect equipment prior to installation; coordinate with operations staff to minimize downtime.	<b>Grant Funding Assistance</b> Federal funding assistance for the City of Santa's SA-1 hydro-generator replacement work. Federal labor standards (Davis-Bacon Act) among grant assistance requirements.	Failure to meet funding requirements may risk reimbursement or disqualification from grant funding, resulting in cost burden to OCWD.	Monitor compliance with grant conditions, track deadline and reporting requirements, coordinate closely with funding agency representatives, ensure timely documentation.
			<b>SCE Coordination</b> New SCE transformer, main switchboard and cable trench at Well 36.	Delays in electrical service installation could stall startup of wells, PFAS plant, and pump stations, extending project schedule.	Establish direct communication with SCE early, schedule regular coordination meetings, secure written communication of installation service dates, develop contingency plans if delays occur.

## B. Approach to Project Control

### 1. Cost & Schedule Controls

Butier uses **Oracle Primavera P6** to develop resource-loaded schedules that track performance and identify potential issues. The Contractor must submit a detailed, resource-loaded schedule for District approval and provide regular status updates.

Two-week look-ahead schedules help maintain focus on critical activities and are reviewed during project meetings led by Butier's Resident Engineer. If the Contractor falls behind, recovery plans must outline mitigation measures—such as added crews, shifts, or revised sequencing—to keep critical milestones on track.

### 2. QA/QC Plan

The QA/QC Plan will reflect a set of objectives defined by District staff and assigned construction management and inspection personnel. The Plan will provide District staff with a format for measuring policy objectives.

### 3. CM Manual

The Project Manager and RE will prepare a CM Communications Manual to be approved by the District. The Manual will establish an effective communication protocol and integrate the interdependent roles of the District, Construction Manager, Engineer, Contractor, and stakeholders through all phases of the work. It will include project correspondence in accordance with the District's document formatting standards. All correspondence will be issued in Procore.

## C. Scope of Work

### 1.1 Project Coordination Services

#### 1.1.1 Communication

The PM and RE will maintain ongoing interaction and communication with the District's and City's Project Managers, the General Contractor, and the Design Engineer.

#### 1.1.2 Monthly Construction Progress Reports

Prepare a monthly narrative written report to the District and the City on the progress of work and significant changes in scope of work, cost or schedule. Narrative will include the status of each project component cost and budget.

#### 1.1.3 Monthly Invoices

Provide monthly invoices, broken down by project component, in a form acceptable to the District that identifies each individual's actual hours and provide supporting invoices for direct and subcontracted costs.

#### 1.1.4 Scheduling of Utilities

The RE will coordinate with OCWD, City, and the General Contractor for scheduling of utilities, as well as connection to the City storm drain.

#### 1.1.5 Pre-construction Meeting

The Project Manager and RE will attend and co-lead a pre-construction meeting with the community to introduce the CM team to the community and discuss any major anticipated construction impacts. They will provide additional construction meetings to update the community on the status of the Project.

### 1.2 Resident Engineering Duties

#### 1.2.1 Pre-construction Services

The RE will attend the project kick-off meeting with the District, the City, Design Engineer, and all project stakeholders to become familiar with the scope of work and the District's CM Procedures. The RE will receive, process, and review RFIs (assume 40), assist with and/or coordinate filing of the Notice of Intent (NOI). Additionally, the RE will ensure that all building permits, special permits, are obtained and that all applicable fees have been paid and will obtain approvals from authorities having jurisdiction of the Project.

#### 1.2.2 Document Control

The Butier Team has been utilizing **Procore** as its main document control system for over eight (8) years. Our Document Controls Specialist will create the Project in Procore within 1-2 days, and the RE will manage all aspects to ensure clear and organized project files are kept up to date. The system inherently tracks submittals and RFIs and sends alerts to reviewers within the workflow and provides 24/7 team access to all documents. **Procore can be configured to display the latest Primavera P6 construction project schedule.** At the conclusion of the project, project-related documentation will be converted to PDF format and distributed to the appropriate parties.

#### 1.2.3 Project Correspondence

The RE will maintain field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of RFIs, change orders, progress payment requests, progress meeting reports, daily inspection reports, and all other project correspondence.

#### 1.2.4 Construction Progress Reports

Prepare monthly progress reports with progress photos for the District's and City's internal review. The summary report will provide details of the entire project, including project costs to date citing the status of time and costs associated with the project; reconciliation of contract time, work progress, and manpower usage by the Contractor; and key issues addressed or arising from the project requiring resolution.

#### 1.2.5 Construction Progress Meetings

Schedule, coordinate, and conduct weekly progress meetings with the Contractor, the District's and City's Project Managers, and other necessary stakeholders. The meetings will cover site safety, progress, job problems, and any actions requiring clarification of design intent, ambiguities in contract documents, and other key issues. Action monitoring will be implemented to ensure compliance and timely response by all parties. Prepare minutes of meetings and distribute within two working days. Include minutes in the monthly reports.

### 1.2.6 Interpret Plans and Specifications

Prior to the pre-construction meeting and throughout the project, review the contract plans, specifications, and other project related documents, including requirements found in the Special Provisions for possible errors and deficiencies and report such findings to the District's PM.

#### RFIs and Submittals

Using **Procore**, a computerized systematic tracking procedure will be established for timely submittal review and processing of shop drawings, and the status of submittals will be known at all times. The system will be coordinated with the Contractor per contract document requirements. The RE will provide limited reviews as shop drawings are received during the construction phase and provide recommendations and review comments supplemented by District staff.

Distribute all submittals to the District's PM and appropriate District staff, as necessary, and track responses. Ensure that all deferred submittals are submitted in a timely manner for review by the Engineer and subsequently submitted to the District.

Coordinate the RFI review process and route all RFIs to the appropriate reviewer. The documentation will be logged, tracked, maintained, and organized in Procore in PDF format.

#### Day-to-Day Construction Issues

The RE will coordinate with inspectors, Design Engineer, Contractor and PMs as required to reach resolution. The CM Communications Manual will help prevent conflicts and providing work directives. Enforce site and construction safety and housekeeping.

#### Key Specification Referenced Standards

The RE will obtain and maintain key specification referenced standards (e.g., codes, standards, publications, permitting, etc.) as stated in the Scope of Work. The documents will be made available for review by the Contractors, District, and other interested parties.

### 1.2.7 Contractor's Change Orders and Disputes

Prepare contract change orders on District-provided forms within 30 calendar days of completion of change order work. The RE will track, document, and negotiate changes for added costs or credits with the Contractor and evaluate schedule impacts of changes. The RE will report all verbal and written disputes immediately to the District's PM and coordinate all disputes. The RE will advise the District's PM of equitable cost and time adjustments for proposed or authorized changes.

### 1.2.8 Payment Requests

Review and approve the Contractor's Schedule of Values to ensure sufficient detail for tracking progress. Establish a pay request format to streamline budget updates and cost projections. Prepare monthly payment recommendations by verifying completed work, contract quantities, material tickets, and invoices. Assist in resolving discrepancies during Contractor meetings. Submit the Project Application for Payment, including supporting documents and verified Certificates for Payment, to the District's PM. Ensure Conditional Waiver and Release forms are submitted with each payment request and final payment.

### 1.2.9 Special Testing

Provide qualified/certified personnel and required specialty equipment for all testing and inspection. This will include, but not be limited to, materials (including concrete), reinforcing, soils, subgrade, compaction, welded steel pipe and structural steel, coatings, fiber optic comments and electrical and instrumentation. The RE will make recommendations to the District and the City regarding special inspection or testing of work not in compliance with provisions of the contract documents. Subject to review by the District, reject work which does not conform to the requirements of the contract documents.

#### Record Drawings

Review the Contractor's record drawings monthly to ensure that timely recording is being accomplished. The RE will ensure that the District's record drawings identify RFIs, shop drawing revisions, change order modifications, etc. and that they are updated weekly. The RE will hold monthly record drawing meetings with the District's PM and the General Contractor prior to submittal of the monthly progress payment.

### 1.2.10 Schedules

Review the Contractor's baseline and monthly Critical Path Method (CPM) schedules. RE will review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead times. Work with the Contractor to ensure the Project Schedules are updated as required showing current conditions and revisions required by actual progress.

### 1.2.11 Project Closeout

#### Punch List and Substantial Completion

Prepare detailed punch lists at substantial completion of the project. Coordinate the correction of deficiencies and schedule, coordinate and conduct a final walk-through prior to the acceptance of work with a team consisting of the Design Engineer, District's PM, District's Operations and Maintenance Department and others as directed by the District's PM.

#### Dispute Resolution and Final Payment

Negotiate and resolve outstanding COs, global settlements, and any other items necessitating dispute resolution, working closely with the District's PM. Prepare a project application for final payment based on the Contractor's certificate for final payment. The application will constitute that the work has progressed to the point of final completion and the quality of work is in accordance with the Contract Documents.

#### Project Closeout Deliverables

Review and certify that the Contractor's project record drawings are complete and accurate before final payment is approved and drawings are given to the Design Engineer for incorporation into AutoCAD. The RE will furnish all original project documents and final project reports to the District within 60 calendar days following filing of the Notice of Completion and will deliver the electronic files and documents created during the project electronically. Assist the District and the City with warranty requests during the on-year period. The CM will include site visits as requested by the District and the City to look at defects or imperfections to determine if it is a warranty issue. The CM will oversee the warranty repair.

## 1.3 Construction Inspection Duties

### 1.3.1 Construction Observation Services

The Butier Team will provide inspection by qualified/certified inspectors to verify the Contractor's work is performed in compliance with the contract documents. Perform technical inspection at the jobsite or off-site of materials and workmanship in accordance with the Contract Documents. The inspectors will not authorize extra work or approve of work that deviates from the Contract Documents. Any changes will be authorized by the assigned RE, DCM, and the District's PM.

#### Daily Inspection Reports

Maintain daily inspection reports, which will be submitted to the District and the City via Procore on the next business day for review and filing. Reports will include construction activities including weather conditions, Contractor's equipment and labor, work performed, materials used, site visitors, note delays in work and reasons for the delays, and deficiencies. Prepare daily reports of deviations and non-conformance to specifications and provide a timely response.

#### Photographic Records

Provide weekly photographic/digital records during construction. Log construction digital photographs daily. A digital photographic library will be maintained of significant construction activities. The photographs will be labeled with the date, location, and narrative information.

#### Maintain Records and As-Builts

The RE will maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the District and the City all contract documents including as-builts.

## 2. Supplemental Scope of Work

### 2.1 Evaluation of Contractor's Bids

Prior to award of the construction contract, our PM and RE will assist the District in evaluating bids. We will review the submitted bids for responsiveness and completeness, including verifying licensing and bonding, and will assist in performing reference checks. Our experienced estimators will evaluate the bids to ensure they are balanced and not front-end 'loaded'. Upon completion of the foregoing, we will recommend the apparent responsible and responsive low bidder.

### 2.2 Specialty Inspection and Materials Testing

Butier has selected **Ninyo & Moore** to perform the following Specialty Inspection and Materials Testing services.

- Project coordination, management and technical support including review of the project plans and specifications, work scheduling and distribution of test data.
- Field Technician services for observation and density testing during pad preparation, trench and structure backfill, aggregate base placement and subgrade preparation. Field density tests will be performed to evaluate the contractor's compaction efforts.

- Field Technician services during concrete and grout placement, including verifying the mix design, perform slump, unit weight, temperature, air content and fabrication of concrete test cylinders.
- Field Specialty Inspector services during structural concrete construction including checking reinforcement steel installation, spacing, size, grade, location, clearances and anchorage. Inspection during concrete placement and consolidation will also be performed.
- Field Specialty Inspector services during structural steel construction onsite including inspection during welding and bolting and non-destructive examination of welds in accordance with the project specifications.
- Field Technician services for anchor/dowel installation observation and load/torque testing.
- Pick-up and transportation of construction material samples for testing at our laboratory.
- Laboratory testing, including but not limited to proctor density, sieve analysis, sand equivalent, concrete and grout compressive strength of samples obtained in the field.
- Preparation of daily field reports and test data sheets to document the items inspected.
- Preparation of a Final Compaction Report and Final Inspection Report for proper close-out.

### 2.3 Site Safety and Clean-Up

The RE will enforce site safety protocols—including a 5 mph speed limit, PPE, fall protection, confined space entry, and Cal OSHA standards—and promptly notify the Contractor of unsafe conditions. Daily site walks will ensure cleanliness and order. The RE or Inspector will be present during final clean-up and demobilization to verify all surfaces and facilities are restored per contract and meet OCWD and City inspector standards.

### 2.4 General Start-Up and Testing

The Firm and RE will review all contract documents and coordinate with OCWD, the City, Contractor, and Subcontractors for start-up, disinfection, and performance testing. The RE will ensure timely submittal and review of disinfection and start-up plans for compliance with District and City standards. They will assess work completion, recommend readiness for final inspection, assist with inspections, and coordinate with other agencies as needed. The Firm must remain flexible to accommodate changes in scope per District direction.

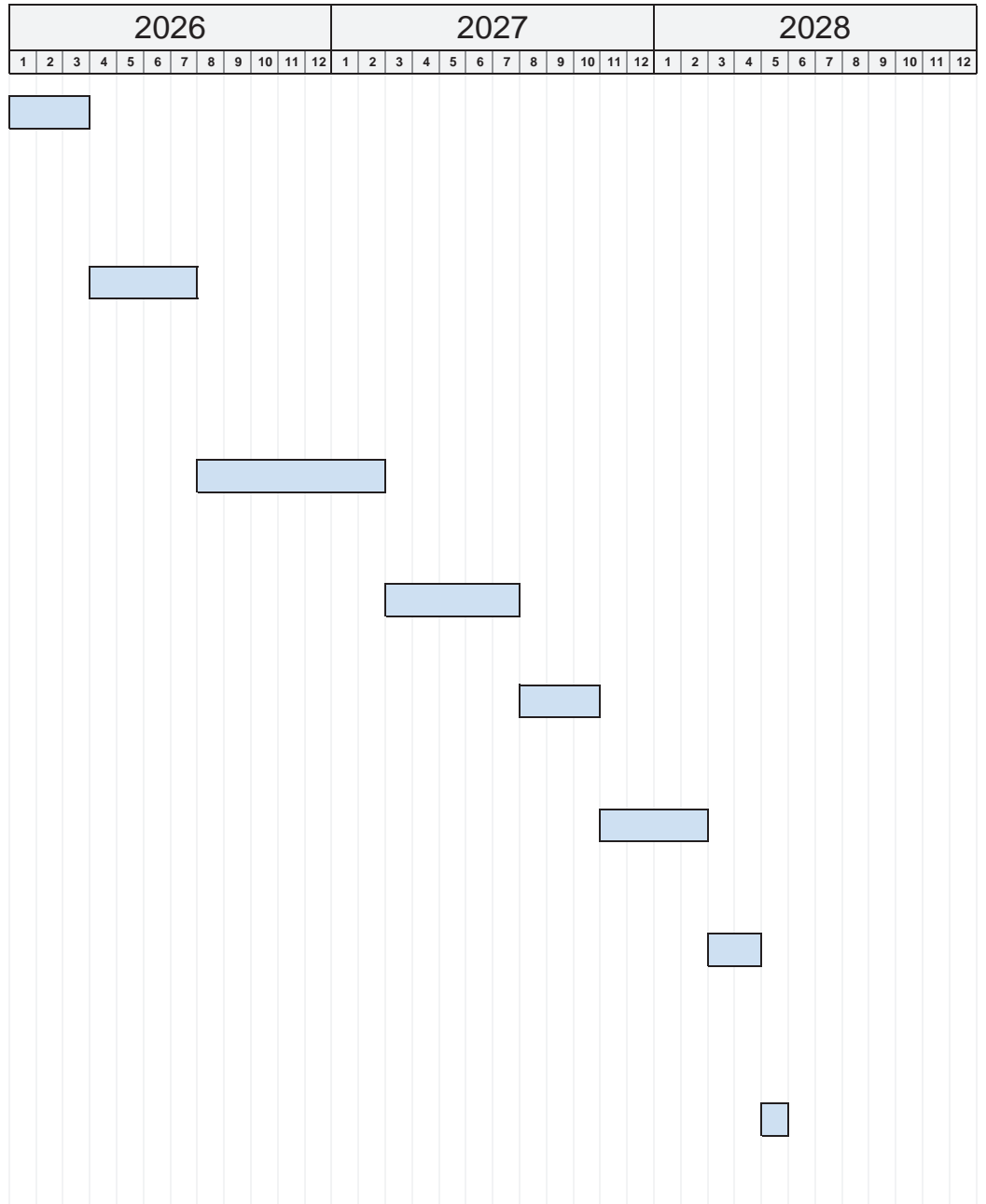
### 2.5 Public Outreach Services

Given the John Garthe Reservoir's proximity to residential neighborhoods and the high-traffic Bristol Street corridor, **we recommend that OCWD engage the City's contracted public outreach consultant to manage community meetings, notifications, and concerns.** As noted, PM Joe Blum has extensive experience overseeing construction in high-traffic, noise-sensitive areas. His background includes coordinating with community leaders, preparing and distributing public notices, hosting neighborhood meetings, and presenting to public boards across Southern California.

# PFAS Treatment at John Garthe Reservoir

## Butier Engineering Schedule

TASK	DURATION	START	FINISH
<b>Milestones</b>			
Priority Submittals & Permits	60	1/15/2025	3/16/2026
<ul style="list-style-type: none"> <li>1.1.1 Communication</li> <li>1.2.2 Document Control</li> <li>1.1.5 Community Pre-Construction Meeting</li> <li>1.2.1 Pre-Construction Services</li> <li>1.2.10 Schedules</li> <li>2.1.1 Evaluation of Contractor Construction Bids</li> </ul>			
Pipelines & Early Sitework	120	3/16/2026	7/14/2026
<ul style="list-style-type: none"> <li>1.1.4 Utility Scheduling Coordination</li> <li>1.2.4 Construction Progress Reports</li> <li>1.2.5 Construction Progress Meetings</li> <li>1.2.8 Payment Requests</li> <li>1.2.9 Special Testing</li> <li>1.3.1 Construction Inspection</li> <li>2.1.2 Specialty Inspection and Materials Testing</li> </ul>			
Electrical Building & PFAS Plant Construction	220	7/14/2026	2/19/2027
<ul style="list-style-type: none"> <li>1.2.6 Interpret Plans and Specifications</li> <li>1.2.8 Payment Requests</li> <li>1.2.9 Special Testing</li> <li>1.3.1 Construction Inspection</li> </ul>			
PFAS Plant Commissioning	150	2/19/2027	7/19/2027
<ul style="list-style-type: none"> <li>1.2.6 Interpret Plans and Specifications</li> <li>1.2.8 Payment Requests</li> <li>2.1.4 General Start Up and Testing</li> </ul>			
Well 39 & SA-1 Improvements	100	7/19/2027	10/27/2027
<ul style="list-style-type: none"> <li>1.2.6 Interpret Plans and Specifications</li> <li>1.2.8 Payment Requests</li> <li>1.2.9 Special Testing</li> <li>1.3.1 Construction Inspection</li> </ul>			
Well 36 Improvements	100	10/27/2027	2/4/2028
<ul style="list-style-type: none"> <li>1.2.6 Interpret Plans and Specifications</li> <li>1.2.8 Payment Requests</li> <li>1.2.9 Special Testing</li> <li>1.3.1 Construction Inspection</li> </ul>			
Booster Pump Upgrades & Final Testing	80	2/4/2028	4/24/2028
<ul style="list-style-type: none"> <li>1.2.6 Interpret Plans and Specifications</li> <li>1.2.8 Payment Requests</li> <li>1.2.9 Special Testing</li> <li>1.3.1 Construction Inspection</li> <li>2.1.3 Site Safety and Clean-Up</li> <li>2.1.4 General Start Up and Testing</li> </ul>			
Training, Docs & Close-out	10	4/24/2028	5/4/2028
<ul style="list-style-type: none"> <li>1.2.2 Document Control</li> <li>1.2.7 Contractor's Change Orders and Disputes</li> <li>1.2.11 Project Closeout</li> </ul>			





## APPENDIX

# PROPOSAL STATEMENTS

## Required Proposal Statements

- **Statement of Insurance Compliance**—Butier meets the insurance requirements that are listed in Exhibit C, Services Agreement.
- **OCWD Standard Contract**—We have reviewed the OCWD’s Services Agreement, which was provided as Exhibit C in the RFP, and we accept all the terms and conditions specified.
- **Billing**—Butier will prepare invoices that comply with the requirements specified in the RFP, which include the Purchase Order Number, Agreement Number, and the itemized summary of each authorized project task along with the names of persons, their job titles, the hours worked, and the hourly billing rates.
- **Conflict of Interest**—Butier Engineering, Inc. (Butier), individuals employed by Butier, and firms employed by or associated with Butier, including subconsultants, do not have a conflict of interest with the Project. Butier will exercise reasonable efforts to prevent any actions or conditions that could result in a conflict of interest and has established precautions to prevent our employees or agents from making, receiving, providing in, or offering gifts, entertainment, payments, loans, or other considerations that could be deemed to appear to influence individuals to act contrary to the best interest of the District. If a potential conflict of interest is identified in any form, Butier will inform the District immediately.
- **Equal Employment Opportunity and Affirmative Action**—Butier Engineering, Inc. (Butier), will not discriminate in the employment of persons on the work because of race, religious creed, color, national origin, ancestry, physical handicap medical condition, marital status, sexual preference or sex of such persons except as permitted by Section 12940 of the California Government Code. Butier will maintain policies similar to those of the District regarding equal employment opportunities and affirmative action as set forth in the District’s Administrative Policies.

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END OF ADDENDUM

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**MANDATORY FORM**

ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1

**REQUEST FOR PROPOSAL  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR  
CITY OF SANTA ANA PFAS TREATMENT  
AT JOHN GARTHE RESERVOIR**

8/21/25

Proposer shall acknowledge receipt of this addendum by detaching, signing and attaching to his/her proposal, one (1) copy of this sheet.

I, Mark Butier Jr., Butier Engineering, Inc.

Name of Proposer, Company Name

17822 E. 17th Street, Suite 404, Tustin, CA 92870

Address, City, State, Zip

Hereby acknowledge receipt of Addendum No. 1 to the **Request for Proposal (RFP-25-002) RFP for Construction Management and Inspection Services for City of Santa Ana Pfas Treatment at John Garthe Reservoir Orange County Water District** and have considered these revisions in the preparation of my proposal. This addendum, consisting of this acknowledgement, shall become a part of any contract made pursuant thereto.

  
\_\_\_\_\_  
Proposer's Signature

Mark Butier Jr.  
\_\_\_\_\_  
Printed Proposer's Name

August, 27, 2025  
\_\_\_\_\_  
Date

## EDUCATION

Master of Dispute Resolution,  
University of Southern  
California, Gould School of  
Law, 12/2023

MBA, Finance, University of  
California, Irvine, Graduate  
School of Management, 1998

Graduate Studies, Civil  
Engineering, California State  
University at Long Beach

B.A., Economics, University of  
Southern California, 1987

B.A., Social Sciences,  
University of Southern  
California, 1987

## LICENSES / CERTIFICATIONS

General Engineering  
Contractor, State of California,  
Class A 716863  
Issue 1/2/1996  
Exp. 12/31/2026

Registered Construction  
Inspector, ACIA: Division I  
Engineering 5572

## YEARS WITH BUTIER

38 years

## HOME OFFICE

Tustin, California

## Professional Summary

Mr. Butier serves as President and Chief Financial Officer for Butier Engineering. His primary duties include functioning as the primary point of contact between Butier and its clients; contract management; sub-consultant contract management; maintenance of Butier's project information system; development of the firm's field procedural manuals; and staff resource management. Mr. Butier works closely with the field construction management staff to ensure all contract scope requirements are being fully implemented. Mr. Butier also serves as the firm's contact between the field construction management staff/client and the project public outreach effort, when necessary.

## Project Experience

**Project Director, PFAS Water Treatment System and Influent Conveyance Pipeline, Orange County Water District, Tustin, California (Completion: 2025; Value: \$26.6 million)**—The project included the construction of conveyance pipelines to transport water extracted from four wells to a new PFAS water treatment facility. The treatment facility consists of four ion exchange (IX) vessels to treat the water produced from the extraction wells. Additional project components include the construction of a new section of distribution piping from the Main Street Water Treatment Plant, upgraded booster pumps to handle the additional flows, and replacement of the existing nitrate treatment system.

**Project Director, Well 32 Rehabilitation Improvements; Santa Ana, CA; City of Santa Ana, Public Works Agency (Completion: 2025; Value: \$14 million)**—The major well rehabilitation project included the following: construction of a new above ground well building, new well equipment, and improvements to the basketball/tennis courts at Morrison Park; new chemical building to house the sodium hypochlorite generation equipment and a new restroom facility at John Garthe Reservoir; and 3,700 LF of 12-inch well discharge piping (with parallel fiber optic facilities) to take the well water from the Park to the Reservoir to be blended with low nitrate groundwater.

**Project Director, 1,2,3 - Trichloropropane Removal Treatment Plant Project, City of Chino Hills, Chino Hills, CA (Completion: 2025, Value: \$14.7 million)**—Butier provided professional construction management support and special inspection services for the 1,2,3-Trichloropropane (1,2,3-TCP) Removal Treatment Plant Project. The project is required for the City of Chino Hills to comply with the State Water Resources Control Board Division of Drinking Water mandate of an MCL of 0.005 micrograms per liter of 1,2,3-TCP, which was identified in the City's groundwater wells supply. The scope of work included the following: construction of a centralized granulated activated carbon (GAC) treatment plant, installation of ten (10) GAC treatment vessels, electrical and control systems, modifications of pumps, motors and electrical components in the Booster 9 Station, perimeter wall, gates, fencing, landscaping, irrigation and site grading, piping, paving and foundations.

**Project Director, Chino I Desalter VOC Treatment Facilities; Ontario, CA (Completion: 07/2023; Value: \$12 million)**—Butier provided construction management and inspection services. The project supports the County of San Bernardino's effort to mitigate groundwater contamination consisting of VOCs from the Chino Airport Plume. The County's project consists of the construction of 10 new groundwater extraction wells and on-site and/or off-site treatment and two new treatment facilities at the Chino I Desalter to remove VOCs from seven CDA wells and the new County wells, respectively. The two systems have a combined capacity of 3,550 gpm. New treatment at the Chino I Desalter included the construction of two new GAC Systems; cartridge and bag filtration systems; sulfuric acid storage and feed systems; piping systems and tie-ins; demolition of various structures and site improvements; storage building; electrical and instrumentation and controls; off-site pipeline to convey raw water from the County's wells for treatment at the Chino I Desalter; and system performance testing and startup activities.

**Project Director, 8 MG Peck Reservoir Replacement Project; Manhattan Beach, CA; City of Manhattan Beach (Completion: 2023; Value: \$32.6 million)**—Butier provided construction management, inspection, public relations, environmental impact monitoring, and soils/materials testing services. The scope of work included construction of the following: 8 MG partially-buried cast-in-place concrete reservoir; operations building and water quality laboratory; pump station and electrical control building; **water treatment facilities, including two (2) horizontal filtration tanks, a protected chlorine and ammonia chemical storage building**, and a glass-fused bolted steel vertical back wash tank; ancillary facilities; and replacement of raw water transmission pipeline, construction of chemical dosing and containment piping, new sewer discharge pipeline connection, and new utility connections.

**Office Engineer/Document Control Specialist, Mid-Basin Injection: Centennial Park Project; Santa Ana, CA; Orange County Water District (Completion: 2020; Value: \$29.5 million)**—The Mid-Basin Injection project consisted of the construction of the following: four groundwater injection wells in below grade vaults; two (2) monitoring wells; a purified recycled water injection supply pipeline approximately 5,700 feet long that connects to the District's existing Groundwater Replenishment System (GWRS) pipeline and crosses the Santa Ana River; a backflush discharge pipeline approximately 4,200 feet long that discharges to the Greenville-Banning Channel and Centennial Park Lake; installation of submersible pumps within the four injection wells; replacement of approximately 9.6 acres of paving within the Park; demolishing an existing City of Santa Ana restroom facility; and constructing two new buildings with shared City and District uses.

**Project Director, San Lorenzo Sewer Lift Station; Santa Ana, CA; City of Santa Ana, Public Works (Completion: 10/2023; Value: \$8.5 million)**—Butier provided construction management services for the San Lorenzo Sewage Lift Station Project. The Project consisted of construction of the following: lift station—below ground dry and wet wells; aboveground CMU block building; three (3) 15 hp dry pit sewage pumps; piping, fittings, valves, flow meter, in-line grinders, rail and hoist system; HVAC, ventilation and ducting; electrical and instrumentation; site grading and improvements; 560 (LF) of 15" gravity sewer pipe; 190 (LF) of 12" gravity sewer pipe; 545 (LF) of 10" force main; sewer manholes and appurtenances; and abandonment of existing Segerstrom Lift Station.

**Project Director, Simon Ranch Reservoir, Booster Pump Station, and Pipeline Replacement Project; Santa Ana, CA; City of Tustin (Completion: 2022; Value: \$12.7 million)**—Butier provided construction management and inspection services for the replacement of the Simon Ranch Reservoir. The reservoir is in North Tustin surrounded by a residential neighborhood of large custom homes. The purpose of the project is to upgrade the aged infrastructure to ensure continued domestic water and fire water protection for the region. The current fire flow protection will be increased from 700 GPM to over 3,000 GPM. The scope of work includes the following: demolition and removal of the existing reservoir at Valhalla Drive and Outlook Lane; replacement of the existing reservoir with a 1.0 MG circular prestressed concrete tank; replacement of existing 4", 6", and 8" pipelines with new and upsized pipes; pipeline replacement in Simon Ranch Road, Valhalla Drive, Racquet Hill, Via Rancho, and Vista Mar; construction of 400 feet of 16-inch, 1,900 feet of 12-inch, and 200 feet of 8-inch Zone 3 piping, as well as 5 new fire hydrants; construction of a new booster pump station at the reservoir site; replacement of asphalt at Valhalla and Outlook; and grading and shoring operations.

**EDUCATION**

B. S., Civil Engineering,  
California Polytechnic  
University, San Luis Obispo,  
1982

**LICENSES /  
CERTIFICATIONS**

Engineer-In-Training,  
California, #54215, 1982

**AREAS OF EXPERTISE**

Construction Management

Program Management

Contract Bidding

Value Engineering

Environmental Compliance

Water/Wastewater

Design Team Builder

Land Development

Transportation

Accounting Interface

**YEARS WITH BUTIER**

18

**OFFICE LOCATION**

Tustin, California

**Professional Summary**

Mr. Joseph Blum has over 40 years of experience managing and estimating the construction and reconstruction of heavy civil engineering projects. Projects include earth moving, mass grading (125 million yards of soil), wetlands, recharge basins, large and small diameter pipelines, reservoirs, concrete structures, city and county road construction, highways, bridges, paving, drainage, and wet and dry utilities. In addition, his construction experience includes flood control facility, blasting, and screening.

Mr. Blum has comprehensive experience in all aspects of due diligence analysis, management of design engineering, project development, and execution. These aspects include planning, environmental permitting, engineering, acting as governmental liaison, transportation programs, street improvements, dry and wet utility planning and construction, sewer/water entitlements, CFD formation and execution, and bond exoneration. He is a proven team leader, team organizer, and team player.

Responsibilities and capabilities range from overall field construction to day-to-day project management, estimating, constructability review, contract administration, business development, and operations.

**Project Experience**

**Project Manager, PFAS Water Treatment System and Influent Conveyance Pipeline, Orange County Water District, Tustin, California (Completion: 2025; Value: \$26.6 million)**—Joe was responsible for construction management, field staff supervision, multiple stakeholder coordination, community outreach, and complete contract administration services. The project included the construction of conveyance pipelines to transport water extracted from four wells to a new PFAS water treatment facility. The treatment facility consists of four ion exchange (IX) vessels to treat the water produced from the extraction wells. Additional project components included the construction of a new section of distribution piping from the Main Street Water Treatment Plant, upgraded booster pumps to handle the additional flows, and replacement of the existing nitrate treatment system.

**Project Manager, 8 MG Peck Reservoir Replacement Project; Manhattan Beach, CA; City of Manhattan Beach (Completion: 2023; Value: \$32.6 million)**—Butier provided construction management, inspection, public relations, environmental impact monitoring, and soils/materials testing services. The scope of work included construction of the following: 8 MG partially-buried cast-in-place concrete reservoir; operations building and water quality laboratory; pump station and electrical control building; **water treatment facilities, including two (2) horizontal filtration tanks, a protected chlorine and ammonia chemical storage building**, and a glass-fused bolted steel vertical back wash tank; ancillary facilities; and replacement of raw water transmission pipeline, construction of chemical dosing and containment piping, new sewer discharge pipeline connection, and new utility connections.

**Project Manager, Simon Ranch Reservoir, Booster Pump Station, and Pipeline Replacement Project; Santa Ana, CA; City of Tustin (Completion: 2022; Value: \$12.7 million)**—Butier provided construction management and inspection services for the replacement of the Simon Ranch Reservoir. The reservoir is in North Tustin surrounded by a residential neighborhood of large custom homes. The purpose of the project is to upgrade the aged infrastructure to ensure continued domestic water and fire water protection for the region. The current fire flow protection will be increased from 700 GPM to over 3,000 GPM. The scope of work includes the following: demolition and removal of the existing reservoir at Valhalla Drive and Outlook Lane; replacement of the existing reservoir with a 1.0 MG

circular prestressed concrete tank; replacement of existing 4", 6", and 8" pipelines with new and upsized pipes; pipeline replacement in Simon Ranch Road, Valhalla Drive, Racquet Hill, Via Rancho, and Vista Mar; construction of 400 feet of 16-inch, 1,900 feet of 12-inch, and 200 feet of 8-inch Zone 3 piping, as well as 5 new fire hydrants; construction of a new booster pump station at the reservoir site; replacement of asphalt at Valhalla and Outlook; and grading and shoring operations.

**Project Manager, San Lorenzo Sewer Lift Station; Santa Ana, CA; City of Santa Ana, Public Works (Completion: 2023; Value: \$8.5 million)**—Butier provided construction management services for the San Lorenzo Sewage Lift Station Project. The Project consisted of construction of the following: lift station—below ground dry and wet wells; aboveground CMU block building; three (3) 15 hp dry pit sewage pumps; piping, fittings, valves, flow meter, in-line grinders, rail and hoist system; HVAC, ventilation and ducting; electrical and instrumentation; site grading and improvements; 560 (LF) of 15" gravity sewer pipe; 190 (LF) of 12" gravity sewer pipe; 545 (LF) of 10" force main; sewer manholes and appurtenances; and abandonment of existing Segerstrom Lift Station.

**Project Manager, Rawlings Reservoir Repair and Replacement; Tustin, CA; City of Tustin**—Butier provided construction management and administration services for the Rawlings Reservoir, which required 150,000 CY of grading. The City's former 4.0-million gallon hopper bottom reservoir was taken out of service due to its age and deteriorating condition. After its decommissioning, the City proceeded with the design of two 3.0-million gallon pre-stressed concrete (circular DYK-style) water storage tanks to replace the reservoir. Prior to bidding, Butier assisted the City with solving construction access and temporary shoring issues. The project originally required the construction of a tie-back retaining wall, which would have extended the project into an adjacent property. At the City's direction, Butier performed a constructability review and proposed using a cantilevered shoring system, which would keep the project within the City's property line. In addition, Butier assisted the City in obtaining a temporary construction easement from the adjacent landowner to the north. Use of this undeveloped property provided the Project team with an access road down to the bottom of the tank elevation, as well as laydown and stockpiling areas.

**Project Manager, Beneta Well No. 2 Phase II Equipping Project, City of Tustin, Tustin, CA**—Butier is providing construction management and inspection services for the Beneta Well No. 2 Phase II Equipping project. The project involves equipping a newly constructed domestic water well. The scope of services includes demolition of existing site improvements, new 1500 gpm, 300 hp VFD operated well pump, 12-inch discharge piping, and connections to the City's existing water distribution system, new 420 sf and 215 sf masonry buildings, bulk sodium hypochlorite storage, and disinfection systems, construction of a 90 LF of 18-inch RCP drain pipe and outlet structure to an existing drainage channel, new 600 amp electrical SCADA integration, 8-foot high masonry perimeter walls with motorized gate, AC yard paving, curb, gutter, sidewalk and driveway replacement and landscaping and irrigation system improvements.

**Project Manager, Edinger Avenue Well—Phase II Equipping; Tustin, CA; City of Tustin, Public Works**—Mr. Blum performed as the Project Manager for the Edinger Avenue Well—Phase II Equipping Project. Construction of the building and equipping of the pump included the following: installation of a 225 LF of 12-inch diameter CML ductile iron pipe discharge water line; connection to 12-inch ductile iron watermain; installation of 162 LF of 18-inch diameter C-905 drain line; connection to the existing storm drain; placement of new onsite sewer manhole; installation of 76 LF of 8-inch diameter SDR 26 sewer lateral; connection to existing OCSD sewer manhole; and erection of 2,376 SF of CMU block wall with a metal roof building to enclose the well pump, electrical equipment and chlorine room. Mr. Blum coordinated with the City of Tustin, the City of Santa Ana, and Caltrans.

### EDUCATION

B.S., University of California, Berkeley, 1992

Applied Drone Technology Certificate, Department of Construction Science and Management, Clemson University, SC, 2021

### LICENSES / CERTIFICATIONS

Professional Civil Engineer No. 56715 (State of California, 1997), Issuance: 02/07/1997 Exp. 6/30/2027

Certified Commercial Drone Pilot, FTN C1563235, (Federal Aviation Administration, 2021)

### ASSOCIATIONS

American Society of Civil Engineers

American Public Works Association

American Concrete Institute

### YEARS WITH BUTIER

5 years

### HOME OFFICE

Tustin, California

## Professional Summary

James is a results-oriented registered civil engineer with demonstrated success in construction management and project management. With over 25 years of hands-on experience in public infrastructure, property development, private consulting and public service, James brings unique skills to manage project risk and deliver complex projects to meet design, schedule, cost, and quality objectives.

Project experience includes public works infrastructure projects, hospitality/ resorts, residential, commercial, and industrial developments. James is quick to establish cooperative working relationships with clients, public agencies, residents, consultants and contractors from diverse backgrounds and cultures.

## Competencies

- Site evaluation and associated development proposals, cost estimates, schedules, and work scope.
- Bid documentation support, tender queries, and evaluating submissions for construction bid packages.
- Compliance with contract documents, schedule, and allocated budget.
- Review RFI queries, technical shop drawings and material submissions.
- Site reviews, punchlist and defect checking throughout the construction phase.
- Underground substructure utility coordination and as-built checking.
- Coordination with City/County/Federal staff, utility agencies, consultants, and contractors.
- Administrative and technical guidance for public works infrastructure and land development design, such as street improvements, grading, hydrology & hydraulics, stormwater compliance, geotechnical review, right-of-way dedication, and various survey products.
- Wet and dry utility coordination to facilitate will-serve letters, abandon/ quitclaim existing easements and provide for new replacement easements.
- ADA compliance for project accessibility, path of travel, and parking requirements.
- 2D/3D real-time site visualization to enhance project communications, construction progress monitoring, and maximizing efficiencies.

## Project Experience

**Resident Engineer, PFAS Water Treatment System and Influent Conveyance Pipeline, Orange County Water District, Tustin, California (Completion: 2025; Value: \$26.6 million)**—The project included the construction of conveyance pipelines to transport water extracted from four wells to a new PFAS water treatment facility. The treatment facility consists of ion exchange (IX) vessels to treat the water produced from the extraction wells. Additional project components included the construction of a new section of distribution piping from the Main Street Water Treatment Plant, upgraded booster pumps to handle the additional flows, and replacement of the existing nitrate treatment system.

**Resident Engineer, 8 MG Peck Reservoir Replacement Project; Manhattan Beach, CA; City of Manhattan Beach (Completion: 2023; Value: \$32.6 million)**—Butier provided construction management, inspection, public relations, environmental impact monitoring, and soils/materials testing services. The scope of work included construction of the

following: 8 MG partially-buried cast-in-place concrete reservoir; operations building and water quality laboratory; pump station and electrical control building; **water treatment facilities, including two (2) horizontal filtration tanks, a protected chlorine and ammonia chemical storage building**, and a glass-fused bolted steel vertical back wash tank; ancillary facilities; and replacement of raw water transmission pipeline, construction of chemical dosing and containment piping, new sewer discharge pipeline connection, and new utility connections.

**Assistant Construction Manager, South Main Corridor Improvements; Santa Ana, CA; City of Santa Ana (Completion: 2022; Value: \$12.8 million)**— Butier provided construction management, inspection, and public outreach services for the South Main Corridor Improvements project. The scope of work included the following: pavement rehabilitation, enhanced PCC crosswalks and intersections, decorative sidewalk extensions/bulb outs, lighting improvements, landscape/irrigation and railroad coordination. In addition, the improvements will replace aging and deficient water mains, sewer mains, fire hydrants, sewer maintenance holes, water services, and sewer laterals within the project limits.

**Field Engineer, Chandler Avenue Well No. 12, Croddy Way Well No. 14, and Pipeline Project; Santa Ana, CA; Mesa Water District (Value: \$3 million)**—Butier provided constructability review, project coordination, resident engineering and construction inspection services for the drilling and construction of two 3000 to 4000 GMP municipal water supply wells that will produce groundwater from selected water-bearing zones. The project consisted of the demolition and removal of existing structures at both locations, construction of temporary storm drains, 24-hour drilling to at least 1,060 feet, and construction, testing and disinfection. The scope of work also included the construction of the Chandler Avenue and Croddy Way Pipeline connecting the two new wells to the existing local water system. Construction consisted of 2,289-LF of 30-inch pipe; 2,160-LF of 16-inch pipe; 527-LF 18-inch storm drain; air release and vacuum valve assemblies; and blow-off assemblies.

**Field Engineer, Juanita Millender-McDonald Carson Regional Water Recycling Plant Phase II Expansion Project; Carson, CA; West Basin Municipal Water District (Completion: 2024; Value: \$22 million)**—Butier's scope of work included construction management and inspection services for the expansion which includes the installation of a new 5.88 MGD custom-engineered microfiltration (CEMF) system. This system will increase water supply capacity and improve system operability and reliability at the five-acre plant. Additional scope of work includes the following: tie-in to existing on-site potable water line for backup supplies to the three main storage tanks with air-gap fittings, installation of a 600kW standby generator to provide the ability to continue pumping product water to the refinery during a power outage, installation of a carbon dioxide storage and dosing system that feeds into the existing Biofor unit, associated civil, structural, mechanical, plumbing, electrical, controls, system integration, and instrumentation upgrades, and system performance testing and start up activities.

## EDUCATION

Bachelor of Science, Civil Engineering, Construction Management; University of Colorado Boulder, 2018

## CERTIFICATIONS

Certified Construction Manager (CCM), No. 30886, Issuance: 03/02/2024 Exp. 03/02/2027

## SOFTWARE PROGRAMS

MS Project  
Primavera P6  
Procore  
Bluebeam  
AutoCAD  
MicroStation

## YEARS WITH BUTIER

5 years

## HOME OFFICE

Tustin, California

## Professional Summary

As a field engineer, Mr. Cartolano focuses his expertise on water and wastewater treatment plant, pipeline, and desalination plant projects. He has excellent project management and document controls skills and brings experience in contract administration, including change order requests, pay requests, preparation of subcontracts, and records management, as well as supervision of work crews in the field, design review, project scheduling, and client interface.

Mr. Cartolano's responsibilities include, but are not limited to, the following: assisting the Resident Engineer/Project Manager with the flow and storage of all project documentation between the owner, design engineer, contractor, construction manager, and other key stakeholders. He provides the processes, procedures, and training to effectively assist project teams with organizing and managing documentation; ensures that pre-established document control requirements are met throughout the duration of the project; produces logs, transmittals, and other reports as required; and coordinates with Owner operations personnel, PM staff, and stakeholders.

## Project Experience

**QA/QC Manager and Field Engineer, Well 32 Rehabilitation Improvements; Santa Ana, CA; City of Santa Ana, Public Works Agency (Estimated Completion: 2025; Value: \$14 million)**—The major well rehabilitation project includes the following: construction of a new above ground well building, new well equipment, and improvements to the basketball/tennis courts at Morrison Park; **new chemical building to house the sodium hypochlorite generation equipment and a new restroom facility at John Garthe Reservoir**; and 3,700 LF of 12-inch well discharge piping (with parallel fiber optic facilities) to take the well water from the Park to the Reservoir to be blended with low nitrate groundwater.

**Field Engineer, Groundwater Replenishment System Final Expansion (GWRSFE) Project; Fountain Valley, CA; Orange County Water District (Completion: 03/2023; Construction Cost: \$198,138,145; Program Value: \$284 million)**—Chandler provided field engineering services for the Groundwater Replenishment System Final Expansion (GWRSFE) Project, which is the world's largest purification system for indirect potable reuse. The treatment capacity was increased from 100 to 130 million gallons per day. The GWRSFE scope of work included expansion of the existing microfiltration (MF), reverse osmosis (RO), and ultraviolet (UV) light treatment processes, in addition to installation of pumps, chemical storage tanks, chemical dosing pumps, blower, decarbonators, and electrical components of the facility. The scope of work also included the construction of conveyance facilities at Orange County Sanitation District's Plant No. 2, composed of a pump station and building, two circular prestressed concrete tanks, piping and valving, weir boxes and sluice gates.

**Field Engineer, Groundwater Replenishment System Plant 2 Secondary Effluent Pipeline Rehabilitation Project; Fountain Valley and Huntington Beach, CA; Orange County Water District (Completion: September 2021; Value: \$11.6 million)**—Butier provided construction management and field inspection services for the Groundwater Replenishment System Plant 2 Secondary Effluent Pipeline Rehabilitation Project. To produce an additional 30 million gallons per day of total production capacity, additional secondary effluent from the Orange County Sanitation District's Plant 2 must be conveyed to Orange County Water District's Advanced Water Treatment Facility. The scope of work includes rehabilitation of approximately 15,700 feet of an existing 66-inch RCP pipeline by slip lining fiberglass reinforced plastic (FRP) and steel pipe. Additional scope of work includes installation of insertion pits, demolition of existing manways and boxes, installation of manways and vacuum relief valve assemblies, and installation of a cathodic protection system.

**Field Engineer, Chandler Avenue Well No. 12, Croddy Way Well No. 14, and Pipeline Project; Santa Ana, CA; Mesa Water District (Completion: 2023; Construction Cost: \$3 million)**—Butier provided constructability review, project coordination, resident engineering and construction inspection services for the drilling and construction of two 3000 to 4000 GPM municipal water supply wells that will produce groundwater from selected water-bearing zones. The project consisted of the demolition and removal of existing structures at both locations, construction of temporary storm drains, 24-hour drilling to at least 1,060 feet, and construction, testing and disinfection. The scope of work also included the construction of the Chandler Avenue and Croddy Way Pipeline connecting the two new wells to the existing local water system. Construction consisted of 2,289-LF of 30-inch pipe; 2,160-LF of 16-inch pipe; 527-LF 18-inch storm drain; air release and vacuum valve assemblies; and blow-off assemblies.

**Supplemental Field Engineer, Beneta Well No. 2 Equipping, Tustin, CA; City of Tustin (Completion: 2025; Construction Cost: \$3,150,000)**—Butier provided construction management and inspection services for the Beneta Well No. 2 Phase II Equipping project. The project consists of the construction of two buildings and equipping a newly constructed domestic water well. The scope of services includes demolition of existing site, new well pump, 12-inch discharge piping, and connections to the City's existing water distribution system, new 420 sf and 215 sf masonry buildings, bulk sodium hypochlorite storage, and disinfection systems, construction of a drainpipe and outlet structure to an existing drainage channel, new SCADA integration and 8-foot high masonry perimeter walls with motorized gate. Site improvements include AC yard paving, curb, gutter, sidewalk and driveway replacement, and landscaping and irrigation system improvements.

**Field Engineer, OC-43 Walnut Turnout Vault, Tustin, CA; East Orange County Water District**— Butier was retained to provide construction management and inspection services for the replacement of the existing OC-43 Walnut Turnout Vault with a new vault, including the associated piping, meter, valves, electrical, instrumentation and controls and appurtenant items.

## EDUCATION

A.S., Construction Management,  
Fullerton College, 2020

## YEARS OF EXPERIENCE

11 years

## HOME OFFICE

Tustin, California

## LICENSES / CERTIFICATIONS

### Construction Management Association of America

Certified Construction Manager  
(CCM), No. 25038  
Issuance: 12/03/2023  
Exp. 12/03/27

### American Welding Society

Certified Welding Inspector (CWI),  
No. 14081051, Exp. 08/2026

### American Concrete Institute

Field Testing Technician Grade 1,  
Exp. 08/4/2028

### Post Tension Institute,

Field Technician Grade 1

### International Code Council —

Member ID 5223769  
(Expires 06/18/2027)

- Reinforced Concrete Special Inspector #49
- Prestressed Concrete Special Inspector #92
- Structural Masonry Special Inspector #84
- Soils Special Inspector #EC
- Spray Applied Fireproofing Special Inspector #86
- Structural Steel and Bolting Special Inspector #S1
- Structural Welding Special Inspector #S2
- Master of Special Inspection #MI

### NACE International Institute — No. 661532

- NACE CP Level 1 Cathodic Protection Tester, 62100  
Issuance: 09/18/2015  
Exp. 09/30/27
- NACE Coating Inspector, 55399  
Levels 1 and 2,  
Issuance: 4/24/15  
Exp. 04/30/27

## Professional Summary

As a Senior Quality Control Inspector and Field Construction Manager, Joe has managed the scheduling and daily field operations for various public works, residential, and commercial projects, including pipelines, water treatment facilities, and airports. He has performed varying degrees of inspections for fuel systems, electrical, plumbing, post-tension, reinforced concrete, welding, structural masonry, soils/engineered fill operations, mechanical, industrial coatings, and cathodic protection systems.

In addition, Joe has over 25 years of experience performing soils and materials inspection. He is versed in numerous soils, asphalt, concrete and coatings testing procedures in accordance with AASHTO, ACI, ASTM, ICC, IBC, CBC, UBC, NACE, and SSPC standards. He has performed laboratory testing of test specimens and maintained laboratory storage facilities. Joe has also developed and implemented internal ICC training programs and is a certified trainer for CMAA.

## Project Experience

### Field Inspector, Well 32 Rehabilitation Improvements; Santa Ana, CA; City of Santa Ana, Public Works Agency (Completion: 2025; Value: \$14 million)—

The major well rehabilitation project includes the following: construction of a new above ground well building, new well equipment, and improvements to the basketball/tennis courts at Morrison Park; new chemical building to house the sodium hypochlorite generation equipment and a new restroom facility at John Garthe Reservoir; and 3,700 LF of 12-inch well discharge piping (with parallel fiber optic facilities) to take the well water from the Park to the Reservoir to be blended with low nitrate groundwater.

### Field Inspector, Groundwater Replenishment System Final Expansion Project; Fountain Valley, CA; Orange County Water District (Completion: 2023; Value: \$198,138,145)—

The GWRSFE is a water supply project designed to provide an additional 31,000 AFY of advanced treated wastewater (recycled water) to the groundwater basin in north and central Orange County. The GWRSFE scope of work includes upgrading the existing 100 MGD Advanced Water Purification Facility (AWPF) by adding 30 MGD of additional capacity; constructing Plant No. 2 Secondary Effluent Conveyance Facilities; and rehabilitating an existing pipeline between Plant No. 2 and Plant No. 1 to bring secondary effluent to the GWRS.

### Field Inspector, Mesa Water District Wells No. 12 and 14, South Croddy Way and West Chandler Avenue; Santa Ana, CA; (Completion: 2023; Value: \$18.2 million)—

Butier provided constructability review, project coordination, resident engineering and construction inspection services for the drilling and construction of two 3000 to 4000 GMP municipal water supply wells that will produce groundwater from selected water-bearing zones using the reverse-circulation rotary drilling technique. Both wells were constructed in compliance with local codes and regulations and in accordance with the California Water Code, and American Water Works Association (AWWA) Standard for Water Wells (AWWA A100-15).

### Field Construction Manager, Las Flores Zone D Reclaimed Water Pump Station; Santa Margarita, California; Santa Margarita Water District (Completion: Late 2024; Value: \$2,635,000)—

Butier provided inspection and as-needed construction management services including project documentation for the Las Flores Zone D Reclaimed Water Pump Station project. The scope of this project included the repurposing of an existing out of service structure into a pump station to provide recycled water from the Zone D recycled water pipeline completed in early 2024. A new electrical building and penthouse will be constructed above grade and the pumps and steel CMCL piping installed in the existing subterranean structure.

**LICENSES / CERTIFICATIONS  
(Continued)**

**NICET Construction Materials  
Testing — No. 134578  
(Expire 07/2027)**

- Concrete-Level II
- Asphalt-Level III
- Soils-Level III

**FACE Company**

F-Meter certification for flatness and levelness testing in accordance with ASTM E1155-98

**Field Inspector, Regional Lift Station Enhancements Project; Laguna Niguel, CA; Moulton Niguel Water District (Completion: 10/2021; Value: \$4,035,546)**—The Regional Lift Station is a key facility in the District's sewage transmission system and services most of their customers. The project included the following: a continuous live bypass of the existing lift station to remove and replace major elements, including pumps, fittings, valves, and instrumentation; repairing and re-coating the concrete surface of the existing wet well; installation of a new overflow structure; removal and replacement of an existing canopy structure; installing a new bypass pump and appurtenant piping and structures; and new yard piping connecting to the new bypass pump to the new overflow structure.

**Field Inspector, Carlsbad 50 MGD Seawater Reverse Osmosis Desalination Plant (\$537 million) and Product Water Pipeline (\$159 million); Carlsbad, CA; Poseidon Water (Completion: 2017)**—Joe provided field inspection services for the Carlsbad Seawater Desalination Plant and Pipeline Project. The scope also included the construction of a 2.5 MG product water storage tank; product pump station; and conveyance pipeline to deliver the drinking water to water utilities and municipalities in San Diego County. The 10-mile, 54-inch diameter pipeline was constructed under Interstate 5 Highway and a railroad using a jack and bore tunnel method. Mr. Hawes coordinated closely with the City of Carlsbad, SDCWA, SDG&E, Poseidon, and the Coastal Commission during the construction of the tunnel option across Macario Canyon. The pipeline alignment included over 6,000 feet of tunnels performed by four different tunneling subcontractors. One of the tunnels is over 1,700 linear feet, 30 feet below sea level, and required a vertical shaft over 80 feet in height.

**Field Inspector, Reservoir No. 2 and Pump Station Rehabilitation; Fountain Valley, CA; City of Fountain Valley**—Butier provided construction management and inspection services for the construction of the existing 5 MG, above grade, pre-stressed concrete reservoir, and indoor booster pump station. The scope of work includes the following: demolition of the existing pump control building and construction of a new building; installation of three (3) vertical turbine pumps with 125 hp electric pump motors powered by VFD and associated controls; installation of SCE transformer, electrical and mechanical equipment, new piping, valves, standby generator, HVAC facilities, utility lines and connections, fiber optic cables, conduit and connections, pump station SCADA programmable logic controller, and an intrusion alarm system; installation of perimeter fencing, new security lighting, wraparound access driveway area and paver maintenance road, new sidewalks, new drought tolerant landscaping and irrigation system, concrete work on the tank and new roof coating; and construction of a basketball court in the park.

**EDUCATION**

B.S., Construction Engineering, Arizona State University, 1977

Graduate Studies, Arizona State University

**YEARS WITH BUTIER**

44 years

**HOME OFFICE**

Tustin, California

**Professional Summary**

Mr. Harris has 45 years of varied experience as a project manager, construction manager, resident engineer, and senior scheduler. As the on-site/owner representative for major municipal, public agency, and special district capital improvement projects, Mr. Harris has successfully managed the construction of multi-million-dollar water and wastewater treatment, pipeline, airport, solid waste landfill, and port facilities. Collectively, this project experience represents over \$800 million in construction costs.

Mr. Harris' expertise is in contract administration for design/build, design/bid/build, and construction management programs. He is an expert CPM scheduler, has established and implemented effective change order control systems, negotiated change orders with design/build contractors, performed routine shop drawing reviews, and resolved contractor claims.

Mr. Harris' responsibilities for the projects listed below include, but are not limited to, the following: CPM scheduling; supervising and managing the construction project field office; supervising personnel, including assistant RE, field engineer, inspectors, estimators and schedulers, engineering technicians, and administrative assistants; full contract administration; leading preconstruction and weekly construction meetings; responding to contractor correspondence, requests for information (RFIs), and submittals; shop drawing reviews; preparing and reviewing cost estimates; negotiating settlements for changes and claims; recommending extra work and claims settlements to Owners; negotiating and recommending monthly progress payments; preparing monthly progress reports; maintaining a daily diary of events; reviewing and approving materials, equipment, and testing procedures; coordinating with Owner operations personnel, PM staff, and stakeholders; and project start-up, acceptance, and close-out.

**Relevant Experience**

**Senior Scheduler, 1,2,3-Trichloropropane Removal Treatment Plant Project, City of Chino Hills, Chino Hills, CA (Completion: 2025, Construction Cost: \$14.7 million) -**

Butier provided professional construction management support and special inspection services for the 1,2,3-Trichloropropane (1,2,3-TCP) Removal Treatment Plant Project. The project is required for the City of Chino Hills to comply with the State Water Resources Control Board Division of Drinking Water mandate of an MCL of 0.005 micrograms per liter of 1,2,3-TCP, which was identified in the City's groundwater wells supply. The scope of work includes the following: construction of a centralized granulated activated carbon (GAC) treatment plant, installation of ten (10) GAC treatment vessels, electrical and control systems, modifications of pumps, motors and electrical components in the Booster 9 Station, perimeter wall, gates, fencing, landscaping, irrigation and site grading, piping, paving and foundations.

**Senior Scheduler, Chino I Desalter VOC Treatment Facilities; Ontario, CA (Completion: 07/2023; Value: \$12 million)—**

Butier provided construction management and inspection services. The County's project consists of the construction of 10 new groundwater extraction wells and on-site and/or off-site treatment and two new treatment facilities at the Chino I Desalter to remove VOCs from seven CDA wells and the new County wells, respectively. The two systems have a combined capacity of 3,550 gpm. New treatment at the Chino I Desalter included the construction of two new GAC Systems; cartridge and bag filtration systems; sulfuric acid storage and feed systems; piping systems and tie-ins; demolition of various structures and site improvements; storage building; electrical and instrumentation and controls; off-site pipeline to convey raw water from the County's wells for treatment at the Chino I Desalter; and system performance testing and startup activities.

**Senior Scheduler, Mid-Basin Injection: Centennial Park Project; Santa Ana, CA; Orange County Water District (Completion: 2020; Value: \$29.5 million)**—The Mid-Basin Injection project consisted of the construction of **four groundwater injection wells in below grade vaults; two (2) monitoring wells**; a purified recycled water injection supply pipeline approximately 5,700 feet long that connects to the District's existing Groundwater Replenishment System (GWRS) pipeline and crosses the Santa Ana River; a backflush discharge pipeline approximately 4,200 feet long that discharges to the Greenville-Banning Channel and Centennial Park Lake; installation of submersible pumps within the four injection wells; replacement of approximately 9.6 acres of paving within the Park; demolishing an existing City of Santa Ana restroom facility; and constructing two new buildings with shared City and District uses. Butier coordinated closely with the City of Santa Ana, Santa Ana Unified School District, Heritage Museum, and state and federal agencies.

**Senior Scheduler, San Lorenzo Sewer Lift Station; Santa Ana, CA; City of Santa Ana, Public Works (Completion: 2022; Value: \$8.5 million)**—Butier provided construction engineering services for the San Lorenzo Sewage Lift Station Project. The construction project consists of the following: lift station—below ground dry and wet wells; aboveground CMU block building; three (3) 15 hp dry pit sewage pumps; piping, fittings, valves, flow meter, in-line grinders, rail and hoist system; HVAC, ventilation and ducting; electrical and instrumentation; site grading and improvements; 560 (LF) of 15" gravity sewer pipe; 190 (LF) of 12" gravity sewer pipe; 545 (LF) of 10" force main; sewer manholes and appurtenances; and abandonment of existing Segerstrom Lift Station.

**Senior Scheduler, 8 MG Peck Reservoir Replacement Project; Manhattan Beach, CA; City of Manhattan Beach (Completion: 09/2023; Value: \$32.6 million)**—Butier provided construction management, inspection, public relations, environmental impact monitoring, and soils/materials testing services. The scope of work included construction of the following: 8 MG partially-buried cast-in-place concrete reservoir; operations building and water quality laboratory; pump station and electrical control building; **water treatment facilities, including two (2) horizontal filtration tanks, a protected chlorine and ammonia chemical storage building**, and a glass-fused bolted steel vertical back wash tank; ancillary facilities; and replacement of raw water transmission pipeline, construction of chemical dosing and containment piping, new sewer discharge pipeline connection, and new utility connections.

**Senior Scheduler, Simon Ranch Reservoir, Booster Pump Station, and Pipeline Replacement Project; Santa Ana, CA; City of Tustin (Completion: 2022; Value: \$12.7 million)**—Butier provided construction management and inspection services for the replacement of the Simon Ranch Reservoir. The reservoir is in North Tustin surrounded by a residential neighborhood of large custom homes. The purpose of the project is to upgrade the aged infrastructure to ensure continued domestic water and fire water protection for the region. The current fire flow protection will be increased from 700 GPM to over 3,000 GPM. The scope of work includes the following: demolition and removal of the existing reservoir at Valhalla Drive and Outlook Lane; replacement of the existing reservoir with a 1.0 MG circular prestressed concrete tank; replacement of existing 4", 6", and 8" pipelines with new and upsized pipes; pipeline replacement in Simon Ranch Road, Valhalla Drive, Racquet Hill, Via Rancho, and Vista Mar; construction of 400 feet of 16-inch, 1,900 feet of 12-inch, and 200 feet of 8-inch Zone 3 piping, as well as 5 new fire hydrants; construction of a new booster pump station at the reservoir site; replacement of asphalt at Valhalla and Outlook; and grading and shoring operations.

### EDUCATION

B.S., Engineering  
Technology—Construction,  
California State Polytechnic  
University, Pomona, 2000

### AREAS OF EXPERTISE

CPM Project Scheduling  
Cost Control  
Quality Control  
Construction & Specialty  
Trade Estimating  
Cost Valuation  
Value Engineering  
Construction Inspections  
Surveying  
Structural Design  
Change Order Negotiation  
Cost Segregation Studies  
Project Organization  
Engineering Management  
Owner Presentations  
Project Review

### YEARS WITH BUTIER

11

### OFFICE LOCATION

Tustin, California

### Professional Summary

Mr. Wilson has over 20 years of construction estimating, cost review, inspection, contract administration, and field engineering management experience. He has analyzed and reviewed cost estimates for hundreds of projects ranging from underground pipelines to high-rise office buildings. He also has experience in organizing and tracking requests for information (RFI), project scheduling, negotiating construction change orders, and value engineering analyses.

Mr. Wilson's range of professional experience includes working for and with construction management firms, general contractors, architecture and engineering firms, and public accounting and consulting firms.

### Project Experience

#### **Document Control Specialist, PFAS Water Treatment Plant and Influent Conveyance Pipeline, Orange County Water District, Tustin, California (Completion: 2025; Value: \$26.6 million)**

The project included the construction of conveyance pipelines to transport water extracted from four wells to a new PFAS water treatment facility. The treatment facility consists of four ion exchange (IX) vessels to treat the water produced from the extraction wells. Additional project components include the construction of a new section of distribution piping from the Main Street Water Treatment Plant, upgraded booster pumps to handle the additional flows, and replacement of the existing nitrate treatment system.

#### **Document Controls Specialist, Well 32 Rehabilitation Improvements; Santa Ana, CA; City of Santa Ana, Public Works Agency (Completion: 2025; Estimated Cost: \$14 million)**

The well rehabilitation included new well equipment, building, chlorination facilities, and pipe to take the well water from Morrison Park to John Garthe Reservoir to be blended with low nitrate groundwater. The Morrison Park scope of work included demolition of the existing underground well vault, valves, piping, and facilities; a new above-ground well building with a pump and electrical room; yard piping; site improvements; and irrigation and landscaping improvements. Pipeline work included construction of 3,700 LF of 12-inch well discharge piping with parallel fiber optic facilities from the well site at Morrison Park to the John Garthe Reservoir site. The alignment included removal/replacement of an existing pipe within an existing bridge cell, pavement replacement, and traffic control. **The new chemical/restroom facility at the John Garthe Reservoir site included associated on-site piping, pressure control and chemical injection vaults, and a chemical building to house the sodium hypochlorite generation equipment.**

#### **Document Controls Specialist, 1,2,3 - Trichloropropane Removal Treatment Plant Project, City of Chino Hills, Chino Hills, CA (Estimated Completion: 2025, Construction Cost: \$14.7 million)**

Butier is providing professional construction management support and special inspection services for the 1,2,3-Trichloropropane (1,2,3-TCP) Removal Treatment Plant Project. The project is required for the City of Chino Hills to comply with the State Water Resources Control Board Division of Drinking Water mandate of an MCL of 0.005 micrograms per liter of 1,2,3-TCP, which was identified in the City's groundwater wells supply. The scope of work includes the following: construction of a centralized granulated activated carbon (GAC) treatment plant, installation of ten (10) GAC treatment vessels, electrical and control systems, modifications of pumps, motors and electrical components in the Booster 9 Station, perimeter wall, gates, fencing, landscaping, irrigation and site grading, piping, paving and foundations.

**Document Controls Specialist, Chino I Desalter VOC Treatment Facilities; Ontario, CA (Completion: 07/2023; Value: \$12 million)**—Butier provided construction management and inspection services. The project supports the County of San Bernardino's effort to mitigate groundwater contamination consisting of VOCs from the Chino Airport Plume. The County's project consisted of the construction of 10 new groundwater extraction wells and on-site and/or off-site treatment and two new treatment facilities at the Chino I Desalter to remove VOCs from seven CDA wells and the new County wells, respectively. The two systems have a combined capacity of 3,550 gpm. New treatment at the Chino I Desalter included the **construction of two new GAC Systems**; cartridge and bag filtration systems; sulfuric acid storage and feed systems; piping systems and tie-ins; demolition of various structures and site improvements; storage building; electrical and instrumentation and controls; off-site pipeline to convey raw water from the County's wells for treatment at the Chino I Desalter; and system performance testing and startup activities.

**Office Engineer/Document Control Specialist, Mid-Basin Injection: Centennial Park Project; Santa Ana, CA; Orange County Water District (Completion: 2020; Value: \$29.5 million)**—The Mid-Basin Injection project consisted of the construction of the following: **four groundwater injection wells in below grade vaults; two (2) monitoring wells**; a purified recycled water injection supply pipeline approximately 5,700 feet long that connects to the District's existing Groundwater Replenishment System (GWRS) pipeline and crosses the Santa Ana River; a backflush discharge pipeline approximately 4,200 feet long that discharges to the Greenville-Banning Channel and Centennial Park Lake; installation of submersible pumps within the four injection wells; replacement of approximately 9.6 acres of paving within the Park; demolishing an existing City of Santa Ana restroom facility; and constructing two new buildings with shared City and District uses.

**Document Control Specialist, 8 MG Peck Reservoir Replacement Project; Manhattan Beach, CA; City of Manhattan Beach (Completion: 09/2023; Value: \$32.6 million)**—Butier provided construction management, inspection, public relations, environmental impact monitoring, and soils/materials testing services. The scope of work included construction of the following: 8 MG partially-buried cast-in-place concrete reservoir; operations building and water quality laboratory; pump station and electrical control building; **water treatment facilities, including two (2) horizontal filtration tanks, a protected chlorine and ammonia chemical storage building**, and a glass-fused bolted steel vertical back wash tank; ancillary facilities; and replacement of raw water transmission pipeline, construction of chemical dosing and containment piping, new sewer discharge pipeline connection, and new utility connections.

**Document Control Specialist, Simon Ranch Reservoir, Booster Pump Station, and Pipeline Replacement Project; Santa Ana, CA; City of Tustin (Completion: 2022; Value: \$12.7 million)**—Butier provided construction management and inspection services for the replacement of the Simon Ranch Reservoir. The reservoir is in North Tustin surrounded by a residential neighborhood of large custom homes. The purpose of the project is to upgrade the aged infrastructure to ensure continued domestic water and fire water protection for the region. The current fire flow protection will be increased from 700 GPM to over 3,000 GPM. The scope of work includes the following: demolition and removal of the existing reservoir at Valhalla Drive and Outlook Lane; replacement of the existing reservoir with a 1.0 MG circular prestressed concrete tank; replacement of existing 4", 6", and 8" pipelines with new and upsized pipes; pipeline replacement in Simon Ranch Road, Valhalla Drive, Racquet Hill, Via Rancho, and Vista Mar; construction of 400 feet of 16-inch, 1,900 feet of 12-inch, and 200 feet of 8-inch Zone 3 piping, as well as 5 new fire hydrants; construction of a new booster pump station at the reservoir site; replacement of asphalt at Valhalla and Outlook; and grading and shoring operations.

### EDUCATION/TRAINING

Graduate of IBEW/NECA Local 11 Apprenticeship 1986

Graduate of Instrumentation I & II (1989), Electrical Training Institute

Completed Foremanship Class (ETI)

### LICENSES / CERTIFICATIONS

Master Electrician, State of Colorado

Contractor's License (Inactive), California, Arizona and Nevada

### SOFTWARE

Estimating (McCormick Estimating Software)

Project Scheduling/Cost Control (Microsoft Projects)

MS Excel, Word, PowerPoint

### AFFILIATIONS

Member, Occupational Safety Council of America (OSCA)

### AREAS OF EXPERTISE

Field Engineering and Electrical Design

Electrical Inspection and Specification Acceptance

Client/Construction Representative

Integrator of Ray-Chem and Chromalox Heat Trace Products

### YEARS WITH BUTIER

6 years

### HOME OFFICE

Tustin, California

### Professional Summary

Mr. Phillips brings over 30 years of experience in industrial and commercial construction to Butier Engineering, Inc. He has focused the last 20 years of his career on providing construction cost estimating, project management, human resources (craft), client development and client management services. His skills include a comprehensive array of experience in operations, management, project management, estimating and start-up/commissioning services in upstream oil and gas production, petroleum refining, petrochemical, wastewater treatment, food processing and power generation.

### Project Experience

**Electrical Inspector, PFAS Water Treatment Plant and Influent Conveyance Pipeline, Orange County Water District, Tustin, California (Completion: 2025; Value: \$26.6 million)**—The project included the construction of conveyance pipelines to transport water extracted from four wells to a new PFAS water treatment facility. The treatment facility consists of **ion exchange (IX) vessels to treat the water produced from the extraction wells**. Additional project components include the construction of a new section of distribution piping from the Main Street Water Treatment Plant, upgraded booster pumps to handle the additional flows, and replacement of the existing nitrate treatment system.

**Electrical Inspector, Chino I Desalter VOC Treatment Facilities; Ontario, CA; (Completion: 7/2023; Value: \$12 million)**—Butier's scope of work included construction management and inspection services. This project supports the County of San Bernardino's larger effort to mitigate groundwater contamination consisting of volatile organic compounds (VOCs) from the Chino Airport Plume. The County's project consisted of the construction of new groundwater extraction wells at 10 new sites and on-site and/or off-site treatment, two new treatment facilities at the Chino I Desalter to remove VOCs from seven CDA wells and the new County wells, respectively. The two systems have a combined capacity of 3,550 gpm with provisions for expanding an additional 800 gpm. New treatment at the Chino I Desalter included construction of the following: **two new Granular Activated Carbon Systems**; cartridge and bag filtration systems; sulfuric acid storage and feed systems; piping systems and tie-ins; demolition of various structures and site improvements; storage building; electrical and instrumentation and controls; off-site pipeline to convey raw water from the County's wells for treatment at the Chino I Desalter; and system performance testing and startup activities.

**Electrical Inspector, Carlsbad Desalination Plant, Standalone Intake Modifications; Carlsbad, CA; Poseidon Resources**—Butier provided construction management and inspection services for the final phase of intake-discharge modifications for the Claude "Bud" Lewis Carlsbad Desalination Plant. The scope of work for this final phase of the project included a new dual-flow screen system and ancillary systems supported on a new concrete access bridge including piles, pile bents, and access ramps; dual-flow spray wash system which includes pumps, piping, and nozzles; screen debris removal/management system; floating debris boom system; large organism exclusion system; new electrical building to house motor controls, variable speed drives, and other controls; instrumentation and controls required for the Permanent Modifications; connecting piping between the existing intake tunnel and the existing intake pump station; and abandonment of the generation station intake and discharge tunnel portions no longer needed to support operations.

**Electrical Inspector, Groundwater Replenishment System Final Expansion Project; Fountain Valley, CA; Orange County Water District (Completion: 03/2023; Construction Cost: \$198,138,145; Program Value: \$284 million)**—Butier provided construction management and inspection services for the Groundwater Replenishment System Final Expansion (GWRSFE) Project, which is the world’s largest purification system for indirect potable reuse. The treatment capacity was increased from 100 to 130 million gallons per day. The GWRSFE scope of work included expansion of the existing microfiltration (MF), reverse osmosis (RO), and ultraviolet (UV) light treatment processes, in addition to installation of pumps, chemical storage tanks, chemical dosing pumps, blower, decarbonators, and electrical components of the facility. The scope of work also included the construction of conveyance facilities at Orange County Sanitation District’s Plant No. 2, composed of a pump station and building, two circular prestressed concrete tanks, piping and valving, weir boxes and sluice gates.

**Electrical Inspector, Juanita Millender-McDonald Carson Regional Water Recycling Plant Phase II Expansion Project; Carson, CA; West Basin Municipal Water District (Completion: 09/2023; Value: \$21,467,429)**— Butier’s scope of work included construction management and inspection services for the expansion which included the installation of a new 5.88 MGD custom-engineered microfiltration (CEMF) system. This system increased water supply capacity and improved system operability and reliability at the five-acre plant. Additional scope of work included the following: tie-in to existing on-site potable water line for backup supplies to the three main storage tanks with air-gap fittings, installation of a 600kW standby generator to provide the ability to continue pumping product water to the refinery during a power outage, installation of a carbon dioxide storage and dosing system that feeds into the existing Biofor unit, associated civil, structural, mechanical, plumbing, electrical, controls, system integration, and instrumentation upgrades, and system performance testing and start-up activities.

**Pacific Gas and Electric – EPC: Guernsey 20 MW Solar Project**

Project Magnitude: \$ 85,000,000

**Chevron SJBW – Cymric Lease Managed Maintenance and New Construction Projects**

Project Magnitude: \$ 12,000,000

**Ormat Geo Thermal Project; Brawley, CA – Installation of 4 – 10 MW Geothermal Steam Turbines**

Project Magnitude: \$ 3,300,000

**Occidental Petroleum; Clayton, NM – Installation of 2 - CO2 Compressor**

Project Magnitude: \$2,800,000

**Tech Conveyor; Memphis, TN – Installation of 5 miles of Box Conveyor**

Project Magnitude: \$ 4,500,000

**Big West of California; Bakersfield, CA – Tank Gauging Project**

Project Magnitude: \$ 1,200,000

## EXPERIENCE

39 Years Total  
27 Years with Ninyo & Moore

## EDUCATION

MBA, 1998, University of California Davis

M.S., Geotechnical Engineering, 1989, University of California Berkeley

B.S., Civil Engineering, 1987, University of California Berkeley

## LICENSES / CERTIFICATIONS

PE 49665 (California)  
Issue: 1/1992  
Expires: 9/2026

GE 2509 (California)  
Issue: 1/2000  
Expires: 9/2026

Nuclear Gauge Operator Certification

## PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

## HOME OFFICE

475 Goddard, Ste 200, Irvine, CA 92618

## Professional Summary

As a Principal Engineer for Ninyo & Moore, Mr. Saiki coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including water infrastructure, highways, railroads, airports, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results, project plans and specifications; Mr. Saiki also provides project coordination and oversees scheduling of field activities, supervises staff-level geologists and engineers, supervises field technicians and special inspectors, reviews project plans and specifications, and reviews laboratory test results for conformance with the project documents, including the Uniform Building Code (UBC), California Building Code (CBC), Federal Aviation Administration (FAA), State Department of Transportation (Caltrans), American Association of State Highway and Transportation Officials (AASHTO), and the Standard Specifications for Public Works Construction (Greenbook).

## Project Experience

### **Orange County Water District (OCWD)/Per-and Polyfluoroalkyl Substances (PFAS) Treatment Systems, Wells 20, 21, & 22, Orange, California:**

Served as Principal Engineer providing oversight during field observation and density testing services during sitework, pad preparation, subgrade, trench backfill, aggregate base, and asphalt concrete operations for the OCWD City of Orange Wells 20, 21, and 22 PFAS Treatment Systems Project located at various locations in Orange. A report summarized our geotechnical observation and field density testing services that pertain to the excavation and backfill operations. Services included project coordination, field density testing during the sitework, pad preparation, subgrade, trench backfill, aggregate base, and asphalt concrete placement and compaction operations, and laboratory testing of soil and materials collected from the field.

### **Orange County Water District – PFAS Water Treatment Plant, Tustin, California:**

Served as Principal Engineer providing oversight of the materials testing and inspection services during construction of the new treatment system for the Water Treatment Plant at City of Tustin Main Street. Portions of Tustin's groundwater supply were impacted by per-and polyfluoroalkyl substances (PFAS) that were prevalent in the environment and commonly used in various consumer, commercial, and industrial products.

**ION Exchange PFAS Treatment System, Montebello, California: Served as** Principal Engineer providing oversight for geotechnical and materials testing and deputy inspection services pertaining to the construction of the ION Exchange PFAS Treatment System project located at 344 East Madison in Montebello. Services included supplemental and as-requested materials testing and inspection to assist the full-time construction management and inspection team. The planned project consisted of upgrading the existing water treatment facility, that will generally include areas of new utility pipeline, equipment pad, vault and exterior hardscape construction, as well as construction of the new structures.

### **Moulton Niguel Water District/East Aliso Creek Reservoir Project, Laguna Niguel, California:**

Principal Engineer for providing oversight of welding inspection services during construction of the East Aliso Creek Reservoir project. Services included continuous visual inspection of all phases of field welding for mechanical steel members (Reinforcing pad plates to tank etc.) in strict accordance with the engineers' reviewed shop drawings, and provided review of daily reports and test data to document the items inspected.

# Garreth Saiki, PE, GE

*Principal Engineer*

**Irvine Ranch Water District/Fleming Reservoir and Pump Station Project, Orange, California:** Principal Engineering providing oversight for the geotechnical and materials testing services during construction. The project consisted of a new 1.3MG Reservoir, a new RMS Building, Pump Station, Storage Building, and various site improvements. The reservoir is an 80-foot diameter DYK type design concrete tank with seismic cables, tensioning rods, shotcrete exterior over stressed strands and steel stairs. Other site improvements included yard piping, overflow vault, drain inspection vault, sewer holding tank, generator, retaining walls, storm drain system with biofiltration, surge tank, pipe support structures and asphalt concrete pavement. The earthwork included over-excavation and recompaction to provide a 24-inch thick layer of engineered fill below the planned foundations and 18-inches for the retaining walls and vaults. Geotechnical services included observation and testing during compacted fill, trench backfill and subgrade preparation. Field density testing was performed during fill placement to evaluate the contractor's compaction efforts.

**8 MG Peck Reservoir Replacement, Manhattan Beach, California:** Principal Engineer providing oversight for geotechnical and materials testing and specialty inspection services pertaining construction of the 8 MG Peck Reservoir Replacement project located at 1800 North Peck Avenue. The project consisted of replacing the existing reservoir and constructing a new Operations Building, Pump Station and Electrical Building and a new Chemical Building, as well as other related site improvements. The new reservoir is located partially below grade with planned dimensions of approximately 190 feet wide by 270 feet long. Field testing and inspection services included density testing during the project earthwork operations, as well as materials testing and special inspections related to the reinforced concrete, masonry and structural steel construction.

## EXPERIENCE

19 Years Total  
13 Years with Ninyo & Moore

## CERTIFICATIONS

ACI Field Testing Technician  
Grade I  
ACI Aggregate Level I  
ACI Strength Tester  
ACI Laboratory Technician  
Level I  
ACI Laboratory Technician  
Level II  
Caltrans Beams  
Caltrans Concrete  
City of Los Angeles Deputy  
Building Inspector - Concrete  
Construction, No. P030742  
City of Los Angeles Deputy  
Building Inspector - Grading,  
No. P030742  
County of Orange, Registered  
Special Inspector, No.  
000320  
ICC Soils Special Inspector  
ICC Reinforced Concrete  
Special Inspector  
FRP Qualified Inspector  
Radiation (Nuclear Gauge)  
User Safety  
USDOT Hazmat

## HOME OFFICE

475 Goddard, Ste 200, Irvine,  
CA 92618

## Professional Summary

As a Senior Field Technician for Ninyo & Moore, Mr. Jacobs provides testing and inspection services for structural concrete and masonry, provides roadway inspection services on water, highway and street improvement projects and related documentation, provides construction management services on public works projects and related documentation, provides geotechnical observation and testing services for large earthwork projects and related documentation, performs construction observation of slope stability fills and landslide buttresses and provides related documentation, performs quality control for underground utility and foundation construction and provides related documentation, performs field testing of concrete and asphaltic concrete and provides related documentation, provides inspection of asphalt and concrete batch plants and related documentation, performs geotechnical laboratory testing and provides related documentation.

## Project Experience

**Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Water Treatment Plant at City of Tustin Main Street Plant, Tustin, California:** Senior Field Technician/Inspector. The project included construction and installation of a new PFAS water treatment system at the existing Main Street Water Treatment Plant, which is a centralized location fed by four off-site wells. Construction included the PFAS treatment system, associated pipelines, and appurtenances. Mr. Jacobs provided observations, sampling and field density testing during the trench backfill and asphalt concrete placement and compaction operations. Laboratory services included proctor density on trench backfill materials, and asphalt content with gradation.

**Ion Exchange PFAS Treatment System, Montebello, California:** Senior Field Technician/Inspector. Mr. Jacobs provided observation, sampling and density testing during the project rough grading, trench and structural excavation backfill, as well as subgrade and aggregate base recompaction and asphalt concrete paving operations. He provided reinforced concrete deputy inspection services during structural reinforced concrete construction, including inspection during installation of rebar, formwork, anchor bolts, and plates, as well as continuous inspection during concrete placement, including sampling and testing of concrete and non-shrink grout. Ninyo & Moore geotechnical and materials testing and deputy inspection services pertaining to construction of the ION Exchange PFAS Treatment System project located at 344 East Madison in Montebello, California. The project consisted of upgrading the existing water treatment facility that includes areas of new utility pipeline, equipment pad, vault and exterior hardscape construction, as well as construction of a 45 feet wide x 72 feet long at grade Filter Vessel Treatment Pad Structure and a 18 feet wide x 27 feet long at grade chemical storage building.

**Sativa Water Treatment Project, Los Angeles, California:** Mr. Jacobs provided observation, sampling and density testing during the project rough grading, trench and structural excavation backfill, as well as subgrade and aggregate base recompaction and asphalt concrete paving operations; sampling and testing during concrete placement, including checking slump, temperature and air content, as well as casting of concrete cylinders. Ninyo & Moore provided materials testing and inspection services during upgrades of an existing water treatment facility including areas of new below grade utility pipeline, equipment pad, concrete and asphalt concrete hardscape construction, as well as construction of the following new structures: a Sodium Hypochlorite Storage Structure, a Manganese Filter System Structure, a Backwash Waste Tank Structure, a Product Water Pump Station, and a Product Water Tank Structure.

# Matthew Jacobs

Senior Field Technician/Inspector

**IRWD/Orange Park Acres Well No. 1 Wellhead Facilities, Orange, CA:** Served as Senior Field Technician/Inspector to provide geotechnical observation and testing services during construction of the proposed Orange Park Acres Well No. 1 Wellhead Facilities Project located in Orange, California. The project consisted of constructing a well/booster pump building including a 15-foot deep clear well, chemical building, surge tank & pad, concrete masonry unit site walls and associated site underground utilities and electrical service facilities, as well as site paving.

**Phase 2B Recycled Water Tank, Santa Clarita, California:** Santa Clarita Valley Water Agency c/o Cannon. Senior Field Technician. Mr. Jacobs provided geotechnical and materials testing and collection of the samples, and submittal of the test results. Ninyo & Moore provided geotechnical and materials testing inspection services associated with the Santa Clarita Valley Water Authority Phase 2B Recycled Water Tank project in Santa Clarita, California. The project consisted of constructing two 500,000-gallon welded steel recycled water tanks. The tank construction included stairs, access bridge, safety railing, lighting, overflow, maintenance hatches, sampling taps tank coating and all other necessary appurtenances. Earthwork included offsite pipeline which included approximately 1,250 feet of 12" recycled water ductile iron pipe along the access road to the proposed tank site.

**IRWD/Fleming Reservoir and Pump Station Project, Irvine, CA:** Served as Senior Field Technician/Inspector providing geotechnical and materials testing services during construction of the Fleming Reservoir and Pump Station project. The project consists of a new 1.3MG Reservoir, a new RMS Building, Pump Station, Storage Building, and various site improvements. The reservoir is an 80-foot diameter DYK type design concrete tank with seismic cables, tensioning rods, shotcrete exterior over stressed strands and steel stairs. Other site improvements included yard piping, overflow vault, drain inspection vault, sewer holding tank, generator, retaining walls, storm drain system with biofiltration, surge tank, pipe support structures and asphalt concrete pavement. Geotechnical services included observation and testing during compacted fill, trench backfill and subgrade preparation. Field density testing was performed during fill placement to evaluate the contractor's compaction efforts. Materials testing services include concrete sampling and testing. Laboratory testing included Proctor density, sieve analysis, sand equivalent and concrete compressive strength testing.

**IRWD/Michelson Water Treatment Plant Biosolids and Energy Recovery Facilities, Irvine, CA:** Served as Senior Field Technician/Inspector to provide materials testing and special inspection services during construction of the project. The project consisted of constructing several new structures, including a storm water pump station, primary sludge pump station, solids handling building, acid phase digester, methane phase digesters, sludge holding tanks, digester control building, dewatering feed pump station, digester gas storage and treatment, micro turbines, centrate treatment, odor control pad, bulk polymer storage, bulk liquid chemical storage, and fog receiving station. The project also included installing approximately 3,000 pre-cast concrete driven piles. Services included testing and inspection of concrete, masonry and structural steel. Field services also included sampling and testing of fresh concrete and grout including checking slump, temperature and casting compressive strength samples.



# FEE PROPOSAL COVER LETTER

August 27, 2025

## **Orange County Water District**

Administration Office Building  
Attention: Ashlie Valencia, Contracts Administrator  
18700 Ward Street  
Fountain Valley, CA 92708

**Subject:****Fee Proposal RFP-25-002 for Construction Management and Inspection Services for  
City of Santa Ana PFAS Treatment at John Garthe Reservoir**

Dear Ms. Valencia and members of the Selection Panel,

Butier Engineering, Inc. (Butier) is pleased to submit our separately sealed fee proposal to Orange County Water District. The attached fee proposal is subject to final scope negotiations with OCWD. The following costs are included in the fee proposal:

1. Vehicle Charges
2. Laptops
3. Access to Procore for the OCWD and key stakeholders
4. Miscellaneous office consumables (paper, etc.)
5. Safety equipment
6. Inspection tools
7. Reference materials

## **ASSUMPTIONS**

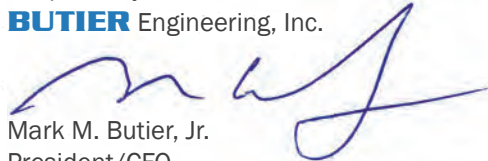
1. The hours are based on review of the RFP, project specifications, and consultation with the Engineer of Record. Additional information was provided at the pre-proposal meeting by OCWD staff. The proposed budget begins starting January 1, 2026, and generally follows the 840-day project calendar and specific milestones. Contract completion is approximately April 30, 2028.
2. **The final staffing plan will be based on the approved baseline schedule(s) submitted by the construction contractor.**
3. Butier field personnel assume 8 hours per day/40 hours per week.
4. Fee schedule assumes rates will be maintained for the full contract duration.
5. Trailer facilities will be provided by the construction contractor for the Owner's CM Team.

We have included Ninyo & Moore's full scope of services as an attachment to this letter.

We appreciate the opportunity to meet OCWD's project challenges, and we are confident that our proposed team will serve the best interests of all project participants. If you have any questions, please direct them to me as the Principal Agent for Butier at **(714) 832-7222 or [jrbutier@butier.com](mailto:jrbutier@butier.com)**.

Respectfully Yours,

**BUTIER** Engineering, Inc.



Mark M. Butier, Jr.  
President/CFO



714.832.7222



17822 E. 17th Street, Suite 404, Tustin, CA 92780



[www.butier.com](http://www.butier.com)



August 18, 2025  
Proposal No. 04-05070

Ms. Andrea Stilley  
Butier  
17822 E. 17th St., Suite 404  
Tustin, CA 92780

Subject: Proposal for Geotechnical, Materials Testing and Special Inspection Services  
Santa Ana PFAS Treatment at John Garthe Reservoir Project  
Santa Ana, California

Dear Ms. Stilley:

Ninyo & Moore is pleased to submit this proposal for geotechnical, materials testing and special inspection services during construction of the Santa Ana PFAS Treatment at John Garthe Reservoir Project in Santa Ana, California. Our proposal is based on our review of the draft project plans, specifications and RFP for Construction Management and Inspection Services. We understand that the project will generally consist of various improvement at the John Garthe Reservoir site. The improvements include new filter and pressure vessels, yard piping, pavement and new buildings. The new buildings include the Chemical Containment Building, Well 39 Electrical Room and Well 38 Building. The building construction will generally consist of concrete foundations, masonry walls and steel framed roof support. Other structural improvements include a 117-foot by 45-foot mat foundation for the vessels, as well as concrete mat foundations for electrical equipment, sand separator area, and pretreatment area. Other project improvements include a masonry perimeter wall, asphalt concrete pavement, Portland cement pavement, concrete well pedestals, steel framed pipe racks, steel yard piping, and storm drain improvements. The earthwork recommendations include overexcavation and recompaction to provide a 3-foot thick layer of engineered fill below the new structures and 12-inches below the new paved areas. We also understand that the construction duration is anticipated to be 840 calendar days

## **SCOPE OF SERVICES**

Based on our understanding of the proposed construction and our experience with similar projects, we propose to provide the following scope of services:

- Project coordination, management and technical support including review of the project plans and specifications, work scheduling and distribution of test data.
- Field Technician services for observation and density testing during pad preparation, trench and structure backfill, aggregate base placement and subgrade preparation. Field density tests will be performed to evaluate the contractor's compaction efforts.
- Field Technician services during concrete and grout placement, including verifying the mix design, perform slump, unit weight, temperature, air content and fabrication of concrete test cylinders.
- Field Specialty Inspector services during structural concrete construction including checking reinforcement steel installation, spacing, size, grade, location, clearances and anchorage. Inspection during concrete placement and consolidation will also be performed.
- Field Specialty Inspector services during structural steel construction onsite including inspection during welding and bolting and non-destructive examination of welds in accordance with the project specifications.
- Field Technician services for anchor/dowel installation observation and load/torque testing.
- Pick-up and transportation of construction material samples for testing at our laboratory.
- Laboratory testing, including but not limited to proctor density, sieve analysis, sand equivalent, concrete and grout compressive strength of samples obtained in the field.
- Preparation of daily field reports and test data sheets to document the items inspected.
- Preparation of a Final Compaction Report and Final Inspection Report for proper close-out.

## **ASSUMPTIONS**

Based on our project understanding, the following assumptions have been made in the preparation of our scope of services:

- Our services are subject to State of California prevailing wage requirements.
- Our services will be coordinated and scheduled on a part time as-needed basis, as requested by our client's authorized field representative.
- The steel fabrication plant will be pre-approved and inspections will not be requested.

## **ESTIMATED FEE**

We propose to provide our services on a time-and-materials basis in accordance with the attached Schedule of Fees. Our estimated fee for the scope of services described herein is presented in the attached Table 1.

Ninyo & Moore appreciates the opportunity to provide services on this project, and we look forward to working with you on this project.

Respectfully submitted,  
**NINYO & MOORE**

A handwritten signature in blue ink that reads "Alfredo Rodriguez". The signature is written in a cursive, flowing style.

Alfredo "Tino" Rodriguez  
Principal, Construction Services

AR/rad

Attachments: Table 1 – Breakdown of Estimated Fee  
Schedule of Fees

**Table 1 – Breakdown of Estimated Fee****Field Services**

Field Technician - Pad Preparation	160 hours	@	\$ 130.00	/hour	\$	20,800.00
Field Technician - Trench and Structure Backfill	120 hours	@	\$ 130.00	/hour	\$	15,600.00
Field Technician - Subgrade and Aggregate Base	100 hours	@	\$ 130.00	/hour	\$	13,000.00
ACI Field Technician - Concrete Sampling and Testing	100 hours	@	\$ 130.00	/hour	\$	13,000.00
Special Inspector - Concrete and Masonry	400 hours	@	\$ 135.00	/hour	\$	54,000.00
Special Inspector - Welding and Bolting	160 hours	@	\$ 135.00	/hour	\$	21,600.00
Non-Destructive Examination Technician (Welds)	40 hours	@	\$ 145.00	/hour	\$	5,800.00
Geotechnical Assistant - Sample Pick-up	40 hours	@	\$ 120.00	/hour	\$	4,800.00
Field Vehicle Usage	1080 hours	@	\$ 15.00	/hour	\$	16,200.00
Field Testing Equipment Usage	1080 hours	@	\$ 12.00	/hour	\$	12,960.00
					<b>Subtotal</b>	<b>\$ 177,760.00</b>

**Laboratory Testing**

Proctor Max Density, D 1557	5 tests	@	\$ 220.00	/test	\$	1,100.00
Sieve Analysis, D 6913	6 tests	@	\$ 145.00	/test	\$	870.00
Sand Equivalent, D 2419	3 tests	@	\$ 125.00	/test	\$	375.00
Grout and Mortar Compressive Strength, C 39	40 tests	@	\$ 35.00	/test	\$	1,400.00
Concrete Compressive Strength, C 39	80 tests	@	\$ 35.00	/test	\$	2,800.00
					<b>Subtotal</b>	<b>\$ 6,545.00</b>

**Project Coordination, Technical Support and Management**

Principal Engineer/Geologist/Environmental Scientist	10 hours	@	\$ 250.00	/hour	\$	2,500.00
Project Engineer/Geologist/Environmental Scientist	80 hours	@	\$ 210.00	/hour	\$	16,800.00
Geotechnical Assistant - Dispatcher	20 hours	@	\$ 120.00	/hour	\$	2,400.00
					<b>Subtotal</b>	<b>\$ 21,700.00</b>

**Report Preparation**

Principal Engineer/Geologist/Environmental Scientist	2 hours	@	\$ 250.00	/hour	\$	500.00
Project Engineer/Geologist/Environmental Scientist	12 hours	@	\$ 210.00	/hour	\$	2,520.00
CAD Operator/Technician Illustrator	8 hours	@	\$ 140.00	/hour	\$	1,120.00
Data Processor	2 hours	@	\$ 95.00	/hour	\$	190.00
					<b>Subtotal</b>	<b>\$ 4,330.00</b>

<b>TOTAL ESTIMATED FEE</b>						<b>\$ 210,335.00</b>
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## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 250
Senior Engineer/Geologist/Environmental Scientist .....	\$ 235
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 220
Project Engineer/Geologist/Environmental Scientist .....	\$ 210
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 200
Staff Engineer/Geologist/Environmental Scientist .....	\$ 180
GIS Analyst .....	\$ 160
Technical Illustrator/CAD Operator .....	\$ 140

#### Field Staff

Certified Asbestos/Lead Technician .....	\$ 220
Field Operations Manager .....	\$ 150
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 145
Supervisory Technician .....	\$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 135
Senior Technician .....	\$ 135
Technician .....	\$ 130

#### Administrative Staff

Information Specialist .....	\$ 120
Geotechnical/Environmental/Laboratory Assistant .....	\$ 120
Data Processor .....	\$ 95

### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Field Testing Equipment Usage .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 15/hr
Equipment .....	\$ 15/hr
Expert Witness Testimony .....	\$ 450/hr
Direct Expenses .....	Cost plus 15 %

Special equipment charges will be provided upon request.

### Notes

Technicians and special inspectors, are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleanness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



## AGENDA ITEM SUBMITTAL

**Meeting Date:** October 8, 2025

**To:** Water Issues Committee  
Board of Directors

**From:** John Kennedy

**Staff Contact:** M. Patel/B. Smith

**Budgeted:** No

**Proposed Budget:** \$65,000

**Cost Estimate:** \$64,800

**Funding Source:** Reserves

**Program/Line Item No.** 1060.53001

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: AUTHORIZE AGREEMENT 1749 AMENDMENT NO 1 TO SCHEEVEL ENGINEERING FOR WATER RIGHTS DIVERSION MEASUREMENT CERTIFICATIONS**

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### SUMMARY

In accordance with Senate Bill 88 (2015), the District is required to certify its water rights measurement devices on a five-year cycle. The District previously entered into an agreement with Scheevel Engineering to perform certifications at the Imperial Headgates site. Staff now recommends amending this agreement and allocating additional funds to include certification services for the Five Coves Dam location.

### RECOMMENDATION

Agendize for October 15 Board meeting: Authorize issuance of Amendment No. 1 to Agreement 1749 with Scheevel Engineering for an amount not to exceed \$45,000 for the water rights diversion measurement certifications; and authorize additional funds in the amount of \$65,000 to the Recharge Operations general fund budget line item 1060.53001.

### BACKGROUND/ANALYSIS

California Senate Bill 88, administered by the State Water Resources Control Board, requires the District to measure and report the timing, rate, and volume of diversions from the Santa Ana River and Santiago Creek. To ensure accuracy and compliance, measurement devices must be certified every five years. Failure to install, register, or use certified devices may result in enforcement actions, including civil penalties of up to \$500 per day. The District's next certification deadline is December 2025.

In July 2025, the District executed Agreement No. 1749 with Scheevel Engineering, in the amount of \$19,800 under the authority of the General Manager, to certify three Imperial Headgates measurement devices. During the certification process, however, insufficient river base flows prevented direct verification of the devices at higher flow rates. To address this limitation, Scheevel Engineering has proposed using supplemental computer modeling and field data collection. In addition, four measurement devices at the Five Coves Dam site are also due for certification. The work completed to date by Scheevel Engineering at the Imperial Headgates site allowed

for a more accurate estimate of the remaining costs to perform certification services at the Five Coves Dam location. Scheevel Engineering has submitted an amendment request in the amount of \$45,000 to complete these additional services. Project costs are summarized in Table 1.

**Table 1: Diversion Measurement Certification Costs**

Description	Cost
Scheevel Engineering Agreement	\$ 19,800
Amendment 1	\$ 45,000
<b>Total</b>	<b>\$ 64,800</b>

The unplanned initial agreement costs were assigned to the existing Recharge Operations general fund. However, with the additional work required, the existing general fund budget is not sufficient. A \$65,000 increase to the Recharge Operations general fund line item 1060.53001, to be supplied by the District’s reserves, is needed.

Staff recommends approval of Amendment No. 1 to Agreement No. 1749 with Scheevel Engineering for an amount not to exceed \$45,000 to complete the required water rights diversion measurement certifications. Staff further recommends authorization of a \$65,000 increase to the Recharge Operations general fund (line item 1060.53001), funded by District reserves.

**PRIOR RELEVANT BOARD ACTION(S)**

N/A



## AGENDA ITEM SUBMITTAL

**Meeting Date:** October 8, 2025

**To:** Water Issues Committee  
Board of Directors

**From:** John Kennedy

**Staff Contact:** M. Patel / B. Smith

**Budgeted:** Partially

**Proposed Budget:** \$60,000

**Cost Estimate:** \$268,858

**Funding Source:** R&R Reserves

**Program/Line Item No.** R24030

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: AUTHORIZE AGREEMENT TO KDC SYSTEMS FOR FHQ SCADA  
IGNITION UPGRADE**

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### SUMMARY

The Recharge Operations SCADA (Supervisory Control and Data Acquisition) system consists of a patchwork of software and custom programming. It has become increasingly difficult to support and maintain reliability, particularly as cyber security enhancements are implemented to be compliant with current standard practices. Switching the SCADA platform from Aveva to Ignition will provide a more modern, flexible, reliable, and cost-effective platform.

### RECOMMENDATION

Agendize for October 15 Board meeting: Authorize issuance of Agreement to KDC Systems for an amount not to exceed \$268,858 for the FHQ SCADA Ignition Upgrade; and authorize additional funds in the amount of \$208,858 for R&R account R24030.

### BACKGROUND/ANALYSIS

The Recharge Operations department at Field Headquarters (FHQ) relies on SCADA to efficiently monitor and manage the District's 30 surface water recharge facilities, including the average 225,000 acre-feet of recharged each year. SCADA systems are computer software-based systems used to control, monitor, and make changes to water treatment or other large operational systems. The FHQ SCADA system provides real-time and historical data on flow rates, water levels, and pump operations, enabling staff to make timely, informed decisions while maintaining compliance with regulatory requirements. The system also allows a smaller team to operate the facilities effectively, reduces overtime by supporting remote functions, and enhances operational reliability through centralized control and automated alerts. SCADA is critical for optimizing water recharge, protecting infrastructure, meeting regulatory compliance requirements, and ensuring sustainable management of OCWD's groundwater resources.

The current SCADA system at FHQ, an Aveva product (formerly Wonderware), has become increasingly difficult to support, requires extensive custom programming for updates, and demands more staff effort than originally intended. These challenges have contributed to reduced system reliability. Staff evaluated multiple SCADA platforms in

consultation with industry experts. It was determined that the DeltaV platform used at the GWRS treatment plant is not well-suited for FHQ, as it would require both a different type of software platform and significant hardware modifications across the recharge sites.

Migrating the District's SCADA system from Aveva to Ignition offers a modern, flexible, and cost-effective solution. OCWD has prior positive experience with Ignition at the GWRS Research Center where this software platform is used to control and monitor pilot units operated by the Research and Development group. Its unlimited licensing model eliminates additional fees for tags or clients, allowing the system to scale without added expense. Built on open standards, Ignition integrates easily with existing equipment and databases, supports remote and mobile access, and provides enhanced visualization, reporting, alarming, and data management capabilities. Industry reviews indicate higher user satisfaction with Ignition compared to Aveva, reflecting its reliability and ease of use. This upgrade is expected to reduce long-term operating costs, improve system performance, and provide greater adaptability for future operational needs.

Staff received a quote from KDC Systems for the migration from Aveva to Ignition in the amount of \$268,858. KDC Systems is uniquely qualified to perform this upgrade due to their extensive experience with the District's existing SCADA hardware and software. KDC is the original integrator of the GWRS SCADA system and current software support provider for both GWRS and FHQ. Their intimate knowledge of OCWD's system ensures a seamless transition, minimizes operational disruption, and leverages their expertise to optimize system performance. The total project duration is expected to be about one year, during which time the existing Aveva SCADA system would continue to operate.

In Fiscal Year 2024-25, \$60,000 was budgeted in R&R funds for consultant support to upgrade SCADA screens and provide on-call technical assistance. While developing the \$60,000 scope of work, staff determined that a full SCADA platform upgrade offers a more effective and long-term solution, rather than continuous specialized and recurring technical support from outside consultants. Staff recommends repurposing the existing R&R budget to fund this migration to a replacement SCADA platform.

Accordingly, staff recommends authorization of an Agreement with KDC Systems for an amount not to exceed \$268,858 for the FHQ SCADA Ignition Upgrade. Staff also recommends approval of additional R&R funding in the amount of \$208,858 for account R24030.

#### **PRIOR RELEVANT BOARD ACTION(S)**

N/A



## AGENDA ITEM SUBMITTAL

**Meeting Date:** October 8, 2025

**To:** Water Issues Committee  
Board of Directors

**From:** John Kennedy

**Staff Contact:** M. Patel/R. Raley

**Budgeted:** Yes

**Budgeted Amount:** \$1,000,000

**Cost Estimate:** \$93,689

**Funding Source:** R&R

**Program/Line Item No.** R27005

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: REPLACEMENT OF GREEN ACRES PROJECT INFLUENT PUMP A03  
VARIABLE FREQUENCY DRIVE**

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### SUMMARY

The Green Acres Project (GAP) consists of three, one hundred fifty horsepower vertical turbine pumps that transfer secondary effluent feed water from the Orange County Sanitation District (OC San) to the GAP treatment plant. These three pumps are operated using individual Variable Frequency Drives (VFD) that power and provide variable speed control. One of these VFDs for pump A03 has suddenly failed and requires replacement.

Attachment: One Source proposal

### RECOMMENDATION

Agendize for October 15 Board meeting: Authorize issuance of Purchase Order to One Source for a PowerFlex 755TS model Variable Frequency Drive for GAP influent pump A03 for \$93,689.

### BACKGROUND/ANALYSIS

The GAP facility consists of several different components. Among those are the GAP treatment plant located on the OCWD Fountain Valley Campus, the GAP Santa Ana Reservoir located in the city of Santa Ana, and the GAP influent pump station located on OC San Plant No.1 property. The influent pump station consists of three, one hundred fifty vertical turbine pumps that transfer secondary effluent wastewater from OC San to the GAP treatment plant.

The pumps are all operated and controlled using VFDs. One of the pump VFDs, A03, has suddenly failed and requires immediate replacement to ensure reliability of GAP feedwater flows to the GAP treatment plant facility. The failed VFD is over 26 years old and is no longer manufactured or supported by the manufacturer for service or repairs. The typical life of a similar sized VFD is fifteen to twenty years. The electrical components have reached the end of their useful life and now require replacement. The VFD unit provides power and speed control to the GAP influent pump. The other two influent pump VFDs have been replaced over recent years and standardized on Allen Bradley brand products consistent with the majority of VFD brand used for both

GWRS and other GAP facilities (i.e. high pressure effluent pumps). The new VFD will also increase electrical efficiency and allow for a more seamless integration into the existing Delta V Process Control System plant computer control system (SCADA/Supervisory Control and Data Acquisition).

To ensure reliability for GAP customers, staff sought a quotation to replace the failed VFD from One Source who is the local distributors of Allen Bradley brand VFDs. Staff intends to purchase a six-pulse, one hundred fifty horsepower model PowerFlex755TS VFD from One Source. This type of drive is consistent with that used on the other two GAP influent pumps. The new VFD is expected to take twelve weeks to manufacture so placing an order as soon as possible is necessary to avoid further delays since loss of this pump reduced redundancy by thirty three percent. The quoted price for the replacement VFD is \$83,300 not including tax as well as a charge of \$3,933 for start up support services. The total cost with tax is \$93,689. The replacement will be funded using existing Water Production Department Refurbishment & Replacement (R&R) account R25007. This R&R account was set up to pay for unforeseen equipment replacements or repairs.

#### **PRIOR RELEVANT BOARD ACTION(S)**

N/A

PR# 118603

**POWER SOLUTIONS GROUP**

**PROPOSAL**



**PROJECT NAME:** OCWD GAP Influent Pump Station VFD  
**JOB ID:** 76012  
**QUOTE DATE:** 9/15/2025  
**QUOTE VALID FOR:** 30 Days  
**REVISION:** 1

**QUOTE PREPARED BY:** Travis Tiner  
**PHONE #:** 310-963-5808  
**EMAIL:** ttiner@1sourcedist.com  
**BRANCH:** Oceanside, CA

BILL OF MATERIAL SUMMARY						
ITEM	PART# AND/OR DESCRIPTION	DESIGNATION	DRAWING	QTY	SHIPPING ESTIMATE	TOTAL PRICE
1	Allen-Bradley PowerFlex 755TS 150 HP HD (6 Pulse) 480V, 186 Amps Continuous - Heavy Duty NEMA 12 with Passive Harmonic Filter 755TS includes (XT) Corrosive Gas Protection Approx 90"H x 72"W x 24"D (requires additional 8" clear ventilation each side of enclosure) --BOM attached--	150 HP VFD P-1,2,3 (typ)	8E02	1	20 - 24 Weeks	\$ 83,300.81
<b>EQUIPMENT GRAND TOTAL</b>						<b>\$ 83,300.81</b>

SERVICES SUMMARY						
ITEM	STARTUP / TRAINING			QTY		TOTAL PRICE
2	VFD Start-up			1		\$ 3,932.58
<b>SVCS GRAND TOTAL</b>						<b>\$ 3,932.58</b>

**TECHNICAL CLARIFICATIONS**

- A Above Proposal is based on Drawings 1999 GAP Influent PS SLD, Rockwell-C-BQCB06-0001-2, and GAP INF-PS VFD A-01.
- B Electronic Documentation will be provided. Hard copy Submittals, O&M's or other Project documentation will require additional cost
- C No Other Services provided beyond what is specifically called out in the above
- D Seismic Studies or Calculations not included
- E **Electronic Submittals add 8-10 weeks** to the equipment lead time shown above.
- F **Materials must be released for production upon receipt of your returned approved submittals**

**EXCEPTIONS**

- G None

**COMMERCIAL NOTES**

- C-1. Freight allowed in contiguous U.S.A. FCA shipping point
- C-2. Taxes not included
- C-3. No escalation charges are included in this BOM
- C-4. Cancellation fees will be applied as per each manufacturer's standards
- C-5. All transactions, quotes, bids and proposals are limited to and governed by onesource distributors t&c's of sale, located at <https://www.1sourcedist.com/about/terms>. all additional or conflicting terms in buyer's documents, are hereby deemed rejected.
- C-6. Standard factory warranty applies (unless noted above) mths ship whichever occurs 1st. See terms and conditions link above
- C-7. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the covid-19 pandemic or any future pandemic, and buyer shall not be entitled to any damages resulting thereof.
- C-8. Our proposals include optionals services, and if declined, contractor is responsible for services as per plans and spec requirements.
- C-A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
- C-B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
- C-C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customers proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.

**C-D.** Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.

**C-E.** Seller is not responsible for the design of the project or any goods supplied.

**C-H.** Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customers verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.

**C-I.** Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Sellers President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.

**C-K.** Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.

**C-L.** This quotation and all related transactions are also subject to the applicable manufacturers published warranties, including all applicable disclaimers, exclusions, and limitations.

**C-M.** This quotation constitutes Sellers confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.

**C-N.** Unless otherwise expressly agreed in a separate writing signed by Sellers President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARs, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

### **TARIFFS AND OTHER FEES**

**C-F.** Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing, unless otherwise noted.

**Issuing a PO constitutes acceptance of the tariff liability and for any applicable tariffs that may be incurred at time of final invoice.**

OCWD GAP 6 Pulse N12 with Passive Filter BOM 9-10-25

QTY	DESCRIPTION
1	<p><b>PF755TS 150HP HD NEMA 12 Package</b>                      One NEMA 12 Enclosure, approximately 90"H X 72"W X 24"D, with the following features:</p> <ul style="list-style-type: none"> <li>• Qty. 1- PowerFlex 755TS AC Drive, with dual Embedded EtherNet/IP, Corrosive Gas Protection (XT), AC Input with Precharge, no DC Terminals, Open Type, 480 VAC, 3 PH, <b>186 Continuous Amps, 150HP HD</b>, CM Jumper Installed, None, Blank (No HIM), Frame 6</li> <li>• Qty. 1- Door Mounted Full Numeric LCD HIM</li> <li>• Qty. 1- PF750-115V I/O Module-2AI,2AO,6DI,2RO</li> <li>• Qty. 1- PF750TS Frame 6 Flange Adaptor Kit (Back of the Cabinet)</li> <li>• Qty. 1- Input Circuit Breaker Disconnect w/ Lockable Flanged Handle (Input Thermal Magnetic breaker, 65KAIC, note does not necessarily reflect panel SCCR rating)</li> <li>• Qty. 1- Drive Input Fusing with Blocks</li> <li>• Qty. 1- Input Passive Harmonic Filter w/ IEC Style Capacitor Cutout Contactor</li> <li>• Qty. 1- Output Load Reactor, 3%</li> <li>• Qty. 1- Control Power Transformer, Fused Primary/Secondary</li> <li>• Qty. 1- Door Mounted Hand/Off/Auto Selector Switch (800H Style)</li> <li>• Qty. 1- Door Mounted E-Stop Push Button (800H Style)</li> <li>• Qty. 1- Door Mounted Elapse Time Meter</li> <li>• Qty. 1- Door Mounted Control Power On Pilot Light (White 800H LED style)</li> <li>• Qty. 1- Door Mounted Run Pilot Light (Green 800H LED style)</li> <li>• Qty. 1- Door Mounted Fault Pilot Light (Red 800H LED style)</li> <li>• Qty. 1- Door Mounted Variable Speed Run Pilot Light (Green 800H LED style)</li> <li>• Qty. 1- Door Mounted Constant Speed Run Pilot Light (Green 800H LED style)</li> <li>• Qty. 1- Door Mounted Motor Overload Trip Pilot Light (Red 800H LED style)</li> <li>• Qty. 1- Door Mounted Hi/Low Press Alarm Pilot Light (Red 800H LED style)</li> <li>• Qty. 1- Door Mounted Motor Temp Fail Pilot Light (Red 800H LED style)</li> <li>• Qty. 1- Door Mounted VFD Cabinet Over Temp Pilot Light (Red 800H LED style)</li> <li>• Qty. 3- 120V 50/60Hz GP Control Relay for Run, Fault, Cabinet Temperature</li> <li>• Qty. 1- Input Surge Protective Device</li> <li>• Qty. 1- 3-Phase Voltage Phase Loss Relay</li> <li>• Qty. 4- DIN Rail Mount Timing Relay</li> <li>• Enclosure Fan and Filter Kit</li> <li>• Required IO Wired to Terminal Blocks</li> </ul> <p><b>NOTES: *Top Cable Entry &amp; Exit</b>  <b>*Approval of Drawing Required</b>  <b>*Maximum Ambient Temperature 100 Deg. F</b></p>

Design Standards: Rockwell Automation Standard (NEMA)

Input Voltage/Frequency: 480VAC, 60Hz

SCCR: 65KA minimum (unless stated otherwise above)

Ground Type: Solid Ground

Control Voltage: 120VAC, 60Hz

Power Components: IEC

Power Wire: MTW

Contact/Start Style: IEC

Maximum Ambient Temperature: 100 deg Fahrenheit

Minimum Ambient Temperature (Without Space Heater): 32 deg Fahrenheit

Enclosure Style: Rockwell Automation Specified, No Top Hat, Lifting Angle (as needed)

Enclosure Cooling: Fan and Filter

Cable Entry/Exit:

- Input Power - Top Entry
- Motor Power - Top Exit
- Control Wire - Top Entry
- Signal Communications - Top Entry

DC Circuit: No Brake Resistor Supplied

Panel Markers: Standard Rockwell Automation Practice

Panel Markers: Standard Rockwell Automation Adhesive Backed Vinyl

Nameplates: Adhesive Backed Laminated White - #Black Letters

Control Wires: Thermoplastic (MTW/TEW)

Wire Markers: Standard Rockwell Automation Vinyl Cloth Wire Tags

Wire Numbers: Rockwell Automation Specified

Wire Fastening: Standard Rockwell Automation Practice

Wire Fastening: White Panduit Channel and Adhesive Tie Wraps

Terminal Types: Bare wire to TB/Spade lug screws

Drawing Format: Standard Rockwell Automation Practice

Build Specification: NA 125-6 5102-TPL BSpec-NAM-en (available upon request)

Document Deliverables: Paper in Cabinet

Order Type: New Installation

Hazardous Location: No (See Note A7)

Seismic Study: No

## Hammersmith, Jim

---

**From:** Raley, Robert  
**Sent:** Monday, September 15, 2025 9:31 AM  
**To:** Hammersmith, Jim  
**Cc:** Patel, Mehul  
**Subject:** Fw: GAP Influent Pump Station Motors/ VFD  
**Attachments:** OCWD GAP Influent Pump Station VFD\_PROPOSAL Rev1\_091525.pdf

Jim,

Can we get a P.O. going for the Gap influent A03 VFD replacement? These will be General R&R funds. The 72" model will be fine.

### **Robert Raley**

Process Control and System Manager

#### **Orange County Water District**

18700 Ward Street, Fountain Valley, CA 92708

Office: (714) 378-8214

Email: [rraley@ocwd.com](mailto:rraley@ocwd.com)

Visit us at: [www.ocwd.com](http://www.ocwd.com)

Follow @OCWaterDistrict on social media

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**From:** TINER Travis <[ttiner@1sourcedist.com](mailto:ttiner@1sourcedist.com)>  
**Sent:** Monday, September 15, 2025 9:06 AM  
**To:** Raley, Robert <[rraley@ocwd.com](mailto:rraley@ocwd.com)>  
**Cc:** TOSCAS Nick <[NToscas@1sourcedist.com](mailto:NToscas@1sourcedist.com)>; CORDOVA Edward A <[ecordova@1sourcedist.com](mailto:ecordova@1sourcedist.com)>; Patel, Mehul <[mpatel@ocwd.com](mailto:mpatel@ocwd.com)>  
**Subject:** RE: GAP Influent Pump Station Motors/ VFD

Robert,

Please find updated proposal attached. Price decreased (removed escalation expected for budgeting purposes) and removed the AHF.

Rockwell confirmed they are confident that this design can be built into the 72" width. When they apply full engineering to the design, there is a possibility Rockwell can offer it in narrower enclosure. Closer to 60".

When you place the PO please advise if 72" is desired, or if you would like Rockwell to make as small as possible?

Thank you,



#### **Travis Tiner**

*Project Engineer*

OneSource Distributors | A Sonepar Company

M: 310-963-5808

[ttiner@1sourcedist.com](mailto:ttiner@1sourcedist.com) | [www.1sourcedist.com](http://www.1sourcedist.com)

**From:** Raley, Robert <[rraley@ocwd.com](mailto:rraley@ocwd.com)>  
**Sent:** Thursday, September 11, 2025 12:40 PM



## AGENDA ITEM SUBMITTAL

**Meeting Date:** October 8, 2025

**To:** Water Issues Committee  
Board of Directors

**From:** John Kennedy

**Staff Contact:** R. Bouley/A. Waite

**Budgeted:** Yes

**Budgeted Amount:** \$1,160,000

**Cost Estimate:** \$866,256

**Funding Source:** CIP

**Program/Line Item No.:** C24011

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: AUTHORIZE AGREEMENT TO CALGON CARBON CORPORATION FOR GRANULAR ACTIVATED CARBON PROCUREMENT, DELIVERY AND INSTALLATION AT THE FULLERTON MAIN PLANT**

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### SUMMARY

Staff recommends authorizing an Agreement with Calgon Carbon Corporation for an amount not to exceed \$866,256 to procure, deliver, and install Calgon Filtrasorb 400 Granular Activated Carbon to the City of Fullerton's Main Plant PFAS treatment system – a granular activated carbon treatment process.

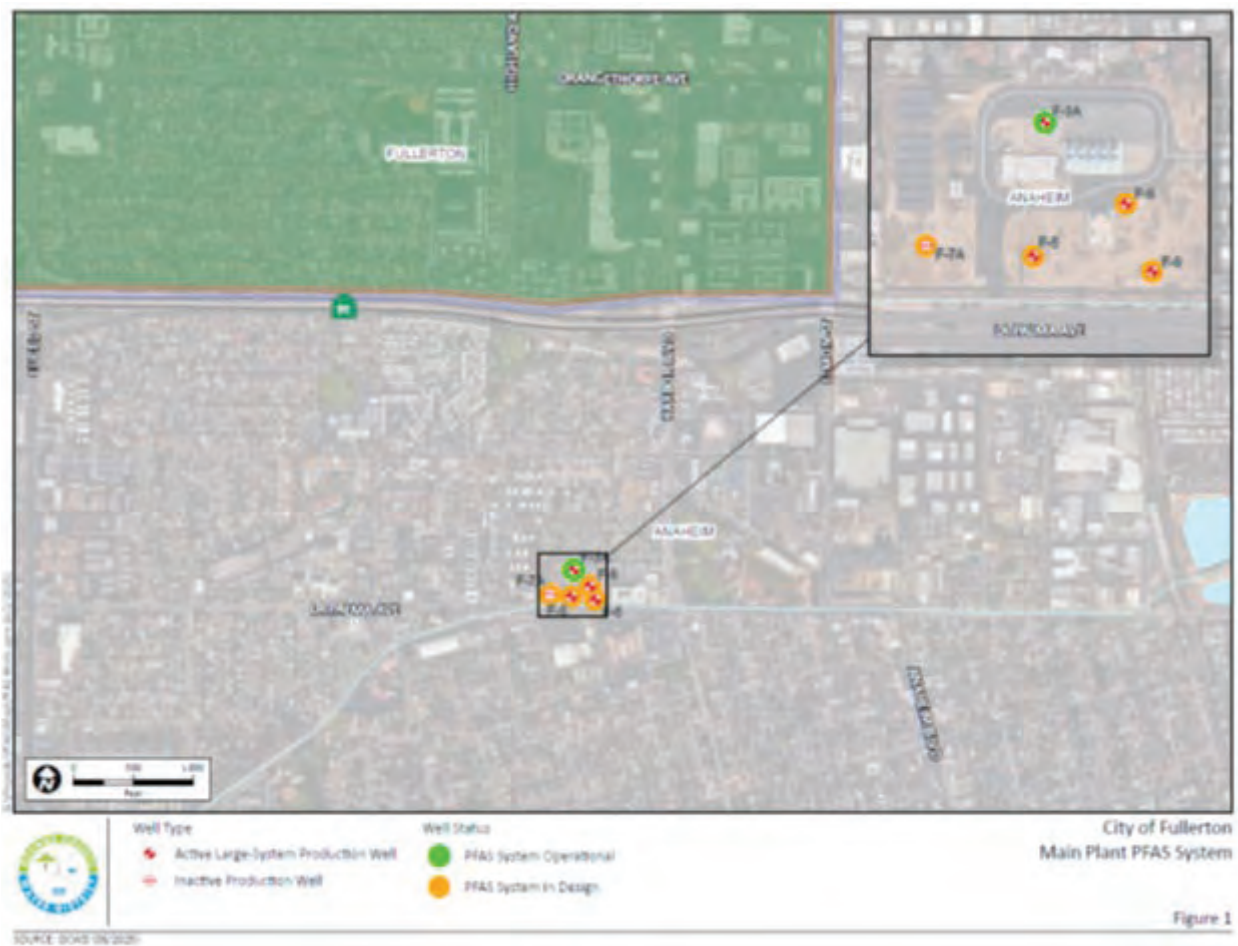
Attachment: Calgon Carbon Corporation Proposal for RFP-25-003, dated September 23, 2025

### RECOMMENDATION

Agendize for October 15 Board meeting: Authorize Agreement to Calgon Carbon Corporation for an amount not to exceed \$866,256 to procure, deliver, and install Granular Activated Carbon at the Fullerton Main Plant.

### BACKGROUND/ANALYSIS

The City of Fullerton's Main Plant existing PFAS treatment system was constructed in July 2024 and is currently treating only Well 3A. Granular Activated Carbon (GAC) was selected as the treatment process at the Main Plant to remove PFAS, primarily PFOA and PFOS, due to concentrations of co-contaminant volatile organic compounds found in the wells located at the Main Plant. The existing GAC treatment system currently utilizes Calgon Carbon Corporation's Filtrasorb 400 (F400) GAC media as part of the treatment process. The Main Plant treatment system is currently being expanded to treat the remaining wells on site: Wells 7A, 5, 6, & 8. The expansion will require filling four existing idle vessels as well as eight new vessels with GAC media for a total of 480,000 pounds of new GAC media. The Main Plant location and location of the production wells is shown in Figure 1.



**Figure 1: City of Fullerton Main Plant PFAS Well Treatment Site**

The Board authorized issuance of Request for Proposals (RFP) for vendor services to procure, transport, deliver, fill and prepare the media for PFAS treatment at the City of Fullerton Main Plant located in Anaheim. Three GAC products were pre-approved based on pilot testing conducted by OCWD between December 2019 and January 2021: Calgon F400, Evoqua UltraCarb 1240LD, and Evoqua AquaCarb. The RFP was issued on August 21, 2025, on the District website. Both Calgon Carbon Corporation and Evoqua Water Technologies (now Xylem) were notified via email of this RFP. Staff received only one proposal from Calgon Carbon Corporation for Calgon F400 GAC media on September 23, 2025. Although only one proposal was received, staff recommends Calgon Carbon Corporation for the following reasons:

- Pilot testing conducted by OCWD concluded Calgon F400 GAC media to be the longest lasting media for PFAS removal before bed exhaustion compared to the other media tested.
- The existing Fullerton Main Plant vessels currently treating raw groundwater from Well 3A are filled with Calgon F400 GAC media. Installing the same media across the rest of the Main Plant vessels will ensure consistent treatment efficacy and limits potential for voiding warranties.

Staff recommends authorizing an agreement with Calgon Carbon Corporation for a not-to-exceed amount of \$866,256 to procure, deliver, and install Granular Activated Carbon at the Fullerton Main Plant.

### **PRIOR RELEVANT BOARD ACTIONS**

8/20/25, RXX-X-XX: Authorize Issuance of Request for Proposals for Granular Activated Carbon Procurement, Delivery and Installation at the Fullerton Main Plant.

6/18/25, R25-6-95: Authorize publication of Notice Inviting Bids for Contract No. FUL-2025-1, Fullerton Main Plant (Wells 5, 6 & 8) PFAS Water Treatment Plant Project, and authorize reimbursement for the City of Fullerton for constructing the Main Plant Well 7A PFAS Water Treatment Plant Project.

# ATTACHMENT NO.1

## Request for Proposals (RFP) Submittal Checklist

The following submittals shall be completed and submitted with each Proposal package (see table below for the “Required Submittal Checklist.”). This table has been provided as a convenience for proposers to use as a reference only. Ultimately, it is the Proposer’s sole responsibility to ensure that their proposal complies with all requirements of the RFP and all the required submittals are included in the Proposal package before it is formally submitted to OCWD. Proposals may be deemed nonresponsive if they do not respond to all areas specified in the RFP.

Item No.	Required Submittal Checklist	Check (✓)
1	Signed Proposal package including:	✓
2	Title Page	✓
3	Cover Letter	✓
4	Table of Contents	✓
5	Experience and Record of Past Performance	✓
6	Price Proposal	✓
7	Contractor Safety Program	✓
8	Safety Manual	✓
9	Quality Control Plan	✓
10	Statement of Insurance Compliance A statement accepting the requirements stated in Section 6.7 of the RFP.	✓
11	OCWD Standard Contract: A statement accepting the requirements stated in Section 6.8 of the RFP.	✓
12	Billing	✓
13	Conflict of Interest	✓
14	Equal Employment Opportunity and Affirmative Action Requirements	✓
15	Addenda Acknowledgement Forms (if applicable)	✓



# REQUEST FOR PROPOSALS

**RFP-25-003**

FOR GRANULAR ACTIVATED CARBON MEDIA PROCUREMENT,  
DELIVERY AND INSTALLATION AT THE FULLERTON MAIN  
**ORANGE COUNTY WATER DISTRICT**

SUBMITTED BY CALGON CARBON CORPORATION  
September 23<sup>rd</sup>, 2025



September 18<sup>th</sup>, 2025

**Orange County Water District**  
Administration Office Building  
18700 Ward Street  
Fountain Valley, CA 92708

**Re: RFP-25-003 Granular Activated Carbon Media Procurement, Delivery, and Installation at the Fullerton Main Plant**

Dear Ashlie Valenica,

Thank you for considering Calgon Carbon Corporation (CCC) to meet Orange County Water District (OCWD)'s bituminous coal-based granular activated carbon (GAC) needs. Calgon Carbon has been providing drinking water treatment solutions for PFAS treatment applications by providing high quality long lasting domestically sourced coal-based products; in which we are confident will meet OCWD's drinking water treatment goals.

CCC is offering our virgin FILTRASORB<sup>®</sup> 400 (F400) for this RFP, which is the same GAC media currently being utilized on site in the (6) vessels that are currently in operation at the Fullerton Main Plant. Our F400 media is manufactured in the United States from high density domestically mined bituminous coal chosen from a pulverized blend that is processed together through reagglomeration. Calgon's U.S.-based mining source and manufacturing ensures our FILTRASORB<sup>®</sup> products are not subject to import tariffs, providing OCWD with stable pricing and reliable GAC supply in today's volatile market.

CCC is committed to ensuring OCWD treatment goals are met so we have agreed to provide a warranty and performance guarantee on our FILTRASORB<sup>®</sup> 400 GAC for PFOA treatment. Our F400 GAC will meet the District's effluent requirements within the first 100 days of continuous operation. For complete warranty details, please refer to the written performance guarantee document included in our bid proposal.

Please do not hesitate to contact me via email or cell phone with any questions. As I'm based in the Los Angeles area, I will serve as OCWD's primary point of contact should we be awarded this RFP. Calgon is looking forward to partnering with OCWD to meet its water treatment needs.

Sincerely,

*Bryan Rodriguez*

Calgon Carbon Corporation  
Technical Sales Representative - Drinking Water Solutions  
412-352-7612  
bryan.rodriquez@kuraray.com



## **Fullerton Main Water Treatment Plant – City of Anaheim, CA**

### **Granular Activated Carbon Adsorption Water Treatment System Performance Warranty**

#### **1.0 Description of Performance Warranty**

Calgon Carbon Corporation (“Vendor”) hereby provides the following “Performance Warranty” to the Orange County Water District (“Utility”), the lag bed of the granular activated carbon (GAC) adsorption treatment system, when utilizing FILTRASORB® 400 media and operating at a minimum of 10 minutes of empty-bed contact time (EBCT), shall perform in accordance with the following conditions:

The lag bed shall effectively treat influent water for the first 100 calendar days of operation, post initial system start-up and conditioning, without the effluent from the lag bed exceeding a perfluorooctanoic acid (PFOA) concentration of two (2) nanograms per liter (ng/L).

Compliance with this Performance Warranty shall be determined using United States Environmental Protection Agency (USEPA) Method 537.1 or any successor method approved by applicable regulatory authorities.

#### **1.1 Warranty Period**

The Performance Warranty will commence for the GAC vessels upon completion of initial manufacturer recommended start-up and conditioning procedures and continue for the first 100 calendar days of operation (i.e. the “Warranty Period”). This Performance Warranty shall be void if removal of the media occurs for any other reason before the Warranty Period expires.

Provided compliance with the Performance Warranty is demonstrated for the Warranty Period, then the Performance Warranty shall expire with no residual remedies available to the Utility.

#### **1.2 Responsibilities of the Utility**

This Performance Warranty shall be deemed void if the Utility fails to meet any of the following conditions pertaining to GAC media used and the vessels in which GAC media is used:

- A. The design parameters (system, equipment, and peripheral components) must be consistent with sound engineering practice.
- B. Feed water must not contain any oxidizing agents including, without limitation, chlorine, ozone, or permanganate.
- C. Feed water content of any individual contaminant or set of contaminants (e.g., total organic carbon (TOC), volatile organic compounds (VOC), per and polyfluoroalkyl substances (PFAS), iron, manganese) may not be more than 10% higher than the historical background average concentrations.

D. No sequestrants, cleaning or treatment chemicals, or any other chemicals shall be used in the GAC system unless approved by Vendor.

E. System must be operated per Vendor Operation and Maintenance (O&M) manual and provide daily operational logs upon request by Vendor.

F. Vendor must be notified within a reasonable amount of time if operational or treatment issues are observed, in particular, those pertaining to performance.

G. The media must be maintained in a clean condition and must not be contaminated by particulate matter, colloidal or precipitated solids, biological growth or foreign materials (including but not restricted to cationic surfactants, solvents, soluble oils, free oils, lipids, and high molecular weight natural polymers).

H. Utility is responsible for ensuring that frequent, adequate system performance data are routinely recorded in a systematic format that is regularly reviewed. Data collected must include flow, pressure and meter readings, and incoming water analyses including VOC, TOC, PFAS, pH, iron, manganese, and chlorine residual. Utility agrees to make this data available to Vendor on a reasonable basis at Vendor's reasonable request for evaluation of warranty claims.

I. Utility must keep media submerged in water at all times after installation.

J. Representative samples of used media must be provided by Utility upon exchange when requested by Vendor.

K. Bacteria levels in the influent and influent delivery mechanisms such as, for example, piping and manifolds in any well, shall be <5 colony-forming units-per-milliliter (cfu/mL). Vendor assumes no responsibility or liability relating to the bacteriological quality of the influent or within the wells and shall bear no costs relating to GAC sanitization due to bacteria in the influent or elsewhere in the wells.

### **1.3 Additional Responsibilities of Parties**

Vendor will provide technical assistance to establish the cause of the apparent failure of the GAC media to produce the desired result. If it is subsequently shown through the independent analytical testing that Performance Warranty was met, or that the apparent failure of the GAC media was not due to a defect to the media itself, or that the influent is not consistent with the historical background average concentrations, then the expenses associated with determining the cause of the performance problem, including without limitation, the cost of the analytical testing, will be the responsibility of the Utility, and Vendor will be deemed to be in compliance with its Performance Warranty obligations hereunder, the Warranty Period shall not be tolled during such time, and Vendor shall be fully reimbursed for all such related costs previously incurred.

#### **1.4 Sole Remedy for Non-Performance**

If, during the Warranty Period, Vendor fails to comply with the Performance Warranty set forth herein, Vendor will replace the GAC media at a discounted rate on a one-time-basis. The discounted replacement price will be calculated by multiplying the current purchase price of the GAC media by the percentage of life achieved by the GAC media versus the warranted life (e.g. if the media provides 80 days of life before PFOA removal falls below the Performance Warranty standard, the GAC shall be replaced at a price of 80% of the current purchase price of the GAC (i.e., 20%-discount rate)).

#### **1.5 Disclaimers**

Vendor shall have no obligation or liability under this Performance Warranty for failure to meet the requirements set forth herein that arise, in whole or in part, as the result of (i) accident, disaster or event of force majeure, (ii) misuse, fault or negligence of or by the Utility or any other third party not under the control of Vendor, (iii) use of the granular activated carbon media or equipment in a manner for which they were not designed or intended, (iv) external causes such as, but not limited to, power failure or electrical power surges, (v) improper storage and handling of the granular activated carbon media or the equipment, (vi) use of the granular activated carbon media or equipment in combination with equipment or software not supplied by Vendor or not otherwise approved in advance by Vendor or (vii) defects in the design of the system or the system configuration as provided for in the specifications.

**THE FOREGOING SETS FORTH THE VENDOR'S SOLE AND EXCLUSIVE PERFORMANCE WARRANTY AND REMEDY THEREFORE AND IS SUBJECT IN ALL RESPECTS TO THE TERMS AND CONDITIONS OF A DEFINITIVE AGREEMENT BY AND BETWEEN THE PARTIES. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**



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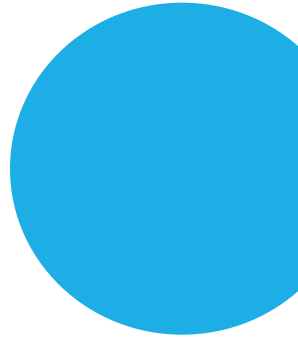
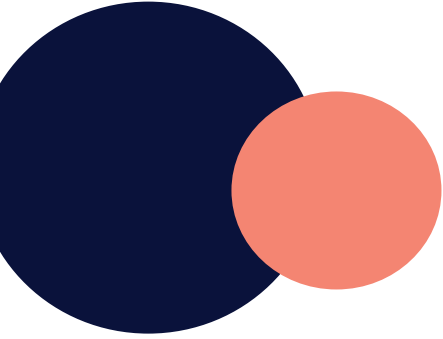
Conflict of Interest

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Equal Opportunity and Affirmative Action Requirements

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Addenda Acknowledgement



# SUBMITTAL

1

Experience and Record of Past Performance

# THE HISTORY OF CALGON CARBON



When the United States entered World War II, coconut shells were the raw material used to produce granular activated carbon (GAC), the filtering agent in military gas masks. Faced with a shortage of this crucial war material, the government asked Pittsburgh Coke and Chemical to develop a substitute from a native material. In 1942, the Company produced an activated carbon product using bituminous coal, and that was the beginning of the firm now known as Calgon Carbon Corporation.

Throughout history, Calgon Carbon has been a pioneer in creating new activated carbon products, systems and services from the infancy stages to the current global industry. The Company currently offers carbon technologies used in over 700 distinct market applications from purifying air and drinking water, to purifying foods and pharmaceuticals, to separating gas and removing mercury emissions from coal-powered electrical facilities. As a leader in the activated carbon industry, Calgon Carbon Corporation has originated cutting-edge purification systems for drinking water, wastewater, odor control, pollution abatement, and a variety of industrial and commercial manufacturing processes.

## A HISTORY OF INNOVATION

**1942** Pittsburgh Coke & Chemical Company, Inc. pioneers the development of coal-based granular activated carbon for use in military protection.

**1955** The "Pittsburgh Pulse Bed" system is introduced – the first activated carbon system for sugar decolorization.

**1960** The Activated Carbon Division of Pittsburgh Coke and Chemical pioneers the use of granular activated carbon in drinking water treatment.

**1962** The Activated Carbon Division reaches a major milestone when 40,000 pounds of bituminous coal-based granular activated carbon is installed for the Virginia-American Water Co., a subsidiary of the American Water Works Service Company, setting a new benchmark for drinking water quality.

**1965** Pittsburgh Activated Carbon Company (formerly Pittsburgh Coke & Chemical) is acquired by Calgon Corporation.

**1967** Calgon Corporation is reorganized into six autonomous divisions, including the Pittsburgh Activated Carbon Company, responsible for its own marketing and manufacturing.

**1968** Calgon Corporation acquired by Merck and Co., Inc.

**1971** Calgon Carbon begins to offer reactivation services in the U.S. Offering customers both environmental and cost-saving benefits.

**1978** A joint venture is formed with Mitsui Chemicals, Inc. and Mitsui & Co., Ltd.

**1985** Calgon Carbon, a wholly-owned subsidiary of Merck and Co., Inc., is acquired by its management through a leveraged buyout.

**1987** Calgon Carbon completes initial public offering of common stock. **1991** Calgon Carbon is listed on the New York Stock Exchange (NYSE), trading under the symbol CCC.

**1993** In the U.K., Thames Water Utilities, Ltd., grants Calgon Carbon exclusive rights to market its new Sandwich Filter technology for the removal of pesticides and other organic compounds from drinking water. **1996** Calgon Carbon acquires the perox-pure business operations of Vulcan Peroxidation Systems, Inc., (Tucson, Arizona), and Solarchem Enterprises, Inc., (Toronto, Ontario, Canada). Calgon Carbon also acquires Advanced Separation Technologies Incorporated™ (Lakeland, Florida) and Charcoal Cloth (International) Ltd., a British manufacturer of activated carbon in cloth form.

**1997** Singapore-based marketing subsidiary Calgon Carbon Asia is formed, serving customers in Korea, Taiwan, the People's Republic of China, Southeast Asia, Australia, New Zealand and India.

**1998** Calgon Carbon launches two distinct products: Sentinel® ultraviolet (UV) disinfection system for the inactivation of Cryptosporidium and ISEP® continuous ion exchange system for perchlorate removal.

**2002** Calgon Carbon Corporation expands in Asia, starting up a manufacturing plant in China and forming a joint venture with Mitsubishi Chemical Corporation of Tokyo, Japan to produce and sell activated carbon and related services throughout Japan. Additionally, Calgon Carbon is the first activated carbon manufacturer in the U.S. to install GAC treatment specifically for PFAS removal

**2004** The company acquires Waterlink Specialty Products, known as Barnebey Sutcliffe in the United States, and Sutcliffe Speakman in Europe, to enhance capabilities in carbon reactivation, impregnation and on-site services.

**2005** Calgon Carbon Corporation and C. Gigantic Carbon (Gigantic) form a joint-venture company to provide carbon reactivation services to the Thailand market. The new company, Calgon Carbon (Thailand) Ltd. begins operation.

**2007** First contract for FLUEPAC® powdered activated carbon for treatment of mercury in flue gas streams from coal-fired electric power plant is signed and secured.

**2009** The company unveils a new corporate logo, re-positioning the former logo's distinctive "ellipse" shape into a forward-moving direction to symbolize the company's anticipated long-term growth.

**2010** Calgon Carbon acquires two companies: the firm Zwicky Denmark and Sweden, service providers and long-term distributors of Chemivron Carbon's activated carbon products; and purchases the outstanding stock of Hyde Marine Inc., a manufacturer of systems that utilize filters and UV technology to treat marine ballast water. Calgon Carbon's Blue Lake, California plant is the first in the U.S. to receive certification from NSF International under NSF/ANSI Standard 61: Drinking Water System Components – Health Effects for custom reactivated carbon for potable water applications.

**2011** The acquisition of Calgon Carbon Japan KK (CCJ), the former joint venture between Calgon Carbon Corporation and Mitsubishi Chemical Corporation is completed. Additionally, the company announces that the City Council of Phoenix, Arizona has selected Calgon Carbon to negotiate a contract to provide reactivation services for a ten-year period, and also includes the construction of a reactivation facility in Maricopa County, Arizona.

**2018** Calgon Carbon is acquired by Kuraray Co., Ltd in March. Steve Schott is named CEO in September.

**2020** Calgon Carbon formally announces the construction of a new activated carbon production line (G-line) at its Pearl River Plant in Mississippi, and an additional reactivation furnace in Belgium. A large equipment production expansion project launches adding capacity.

**2021** A large equipment production expansion project is completed, at Neville Island, PA, to increase capacity in North America.

**2023** Calgon Carbon celebrates the completion of our G-Line construction and hosts a ribbon cutting ceremony in October.



## AFFIDAVIT OF COMPLIANCE

By this affidavit, CALGON CARBON CORPORATION certifies that the Virgin Granular Activated Carbon designated as Filtrasorb 400 complies with all the applicable provisions of the AWWA standard for Granular Activated Carbon denoted as B-604-latest edition, ANSI/NSF Rule 61, and the Food Chemical Codex.

Filtrasorb 400 is mined and manufactured in the USA from bituminous coal and produced through a reagglomeration process. Filtrasorb 400 is manufactured at the Calgon Carbon Catlettsburg Plant in Catlettsburg, KY.

Calgon Carbon Corporation

Name: Amber Simonic

Title: Executive Director, Drinking Water Solutions

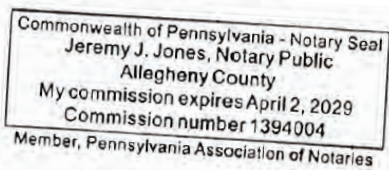
Commonwealth of Pennsylvania

County of Allegheny

Signed (or attested) before me on May 1, 2025 by Amber Simonic.

Jeremy J. Jones, Notary Public

My Commission Expires: April 2, 2029



# FILTRASORB 400

## Granular Activated Carbon

Test	Specification		Calgon Carbon Test Method
	Min	Max	
IODINE NUMBER, mg/g	1000	-	TM-4,ASTM D4607
MOISTURE (AS PACKAGED), wt%	-	2	TM-1,ASTM D2867
ABRASION NUMBER	75	-	TM-9,AWWA B604
EFFECTIVE SIZE, mm	0.55	0.75	TM-47,ASTM D2862
UNIFORMITY COEFFICIENT	-	1.9	TM-47,ASTM D2862
12 US MESH [1.70 mm], wt%	-	5	TM-8,ASTM D2862
< 40 US MESH [0.425 mm] (PAN), wt%	-	4	TM-8,ASTM D2862

**Typical Properties:**

This product complies with ANSI/AWWA B604 (2005) – Granular Activated Carbon.

This product complies with the requirements for activated carbon as defined by the Food Chemicals Codex (FCC) (8th Edition) published by the U.S. Pharmacopeia.

This product is produced under supervision of the Islamic Food and Nutrition Council of America (IFANCA).

This product is prepared under the supervision of the Kashruth Division of the Orthodox Union and is Kosher.

Only products bearing the NSF Mark are Certified to NSF/ANSI/CAN 61 - Drinking Water System Components - Health Effects standard. Certified Products will bear the NSF Mark on packing or documentation shipped with the product.

**Calgon Carbon Corporation's activated carbon products are continuously being improved and changes may have taken place since this publication went to press. 2030-08/29/2013**



+1 800 422 7266 calgoncarbon.com



# FILTRASORB® 400

Granular Activated Carbon



FILTRASORB 400 activated carbon can be used in a variety of liquid phase applications for the removal of dissolved organic compounds. FILTRASORB 400 has been successfully applied for over 40 years in applications such as drinking and process water purification, wastewater treatment, and food, pharmaceutical, and industrial purification.

## APPLICATIONS

- Municipal Drinking Water
- Industrial Wastewater
- Pond/Aquarium
- Pharmaceuticals
- Environmental Water Processing
- Water Reuse
- Surface Water
- Groundwater
- Food & Beverage
- Bottling & Brewing

## DESCRIPTION

FILTRASORB 400 is a granular activated carbon (GAC) for the removal of dissolved organic compounds from water and wastewater as well as industrial and food processing streams. These contaminants include taste and odor compounds, organic color, total organic carbon (TOC), and industrial organic compounds such as TCE, PCE, and PFAS.

FILTRASORB 400 is made from select grades of bituminous coal through a process known as reagglomeration to produce a high activity, durable, granular product capable of withstanding the abrasion associated with repeated backwashing, hydraulic transport, and reactivation for reuse. The raw coal is mined and subsequently manufactured into GAC in the United States to ensure the highest quality and consistency in the finished product. Activation is carefully controlled to produce a significant volume of both low and high energy pores for effective adsorption of a broad range of high and low molecular weight organic contaminants.

FILTRASORB 400 is formulated to comply with all the applicable provisions of the AWWA Standard for Granular Activated Carbon (B604) and Food Chemicals Codex. FILTRASORB 400 is also certified to the requirements of NSF/ANSI 61 for use in municipal water treatment facilities. Only products bearing the NSF Mark are certified to the NSF/ANSI 61 - Drinking Water System Components - Health Effects standard. Certified Products will bear the NSF Mark on packaging or documentation shipped with the product.

## SAFETY MESSAGE

Wet, activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

## Specifications

Iodine Number, mg/g	1,000 (min)
Moisture by Weight	2% (max)
Effective Size	0.55–0.75 mm
Uniformity Coefficient	1.9 (max)
Abrasion Number	75 (min)
Screen Size by Weight, US Sieve Series	
On 12 mesh	5% (max)
Through 40 mesh	4% (max)

## Typical Properties

Apparent Density	0.57 g/cc
Water Extractables	<1%
Non-Wettables	<1%

## FEATURES & BENEFITS

- Produced in the United States from a pulverized blend of high quality, domestically mined bituminous coals resulting in a consistent, high quality product.
- Carbon granules are uniformly activated through the whole granule, not just the outside, resulting in excellent adsorption properties and consistent adsorption kinetics.
- The reagglomerated structure ensures proper wetting and minimal floating material.
- High mechanical strength relative to other raw materials, thereby reducing the generation of fines during backwashing and hydraulic transport.
- Carbon bed segregation is retained after repeated backwashing, ensuring the adsorption profile remains unchanged and therefore maximizing the bed life.
- Reagglomerated with a high abrasion resistance, which provides excellent reactivation performance.
- High density carbon resulting in a greater adsorption capacity per unit volume.

*pH stabilized product offerings available upon request.*

**BACKWASH AND CONDITIONING**

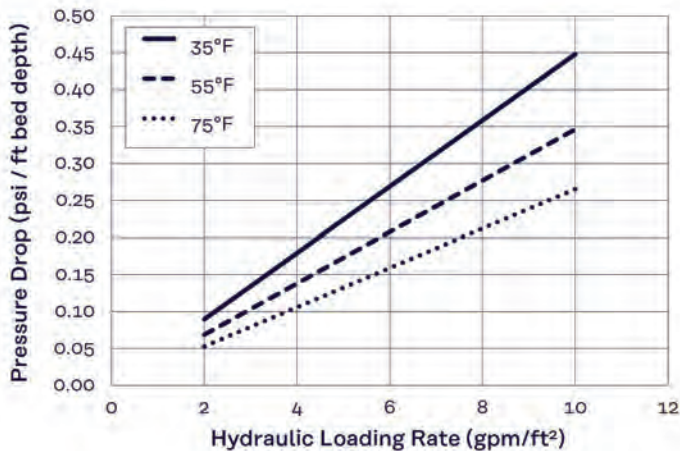
Prior to placing a recently filled granular activated carbon (GAC) vessel online, adequate media backwash and media conditioning are required. The following steps are intended to serve as guidelines to condition GAC media prior to placing the system in service. These steps may be able to be tailored to accommodate site specific constraints. For more information, please contact your Calgon Carbon sales or technical representative.

**INITIAL BACKWASH**

Following GAC media exchange, slowly fill the vessel with potable water in the up-flow direction until the vessel is full. Fill using flow rates that provide less than 5% bed expansion. Soak the new GAC media overnight (approx. 16 hours) to degas the media bed. Once the soaking period is complete, conduct a start-up backwash (up-flow operation) per the steps outlined below.

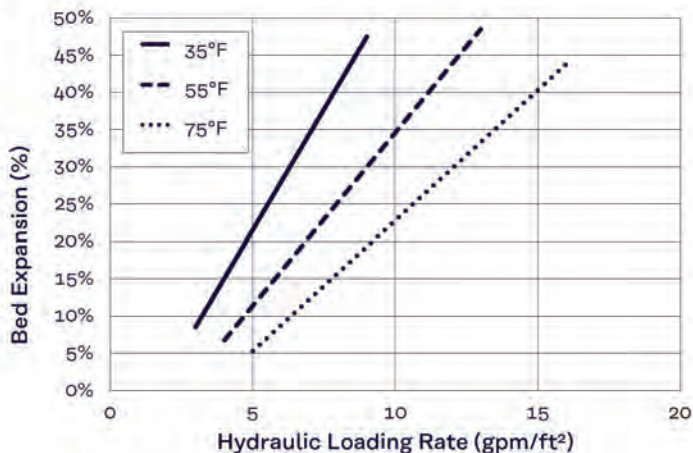
**TYPICAL CLEAN-BED PRESSURE DROP**

*Based on a backwashed and segregated bed*



**TYPICAL BED EXPANSION DURING BACKWASH**

*Based on a backwashed and segregated bed*



**Startup Backwash**

1. Flow @ 5% expansion for 2 minutes.
2. Flow @ 10% expansion for 2 minutes.
3. Flow @ 15% expansion for 2 minutes.
4. Flow @ 30% expansion for 30 minutes.
5. Flow @ 15% expansion for 2 minutes.
6. Flow @ 10% expansion for 2 minutes.
7. Flow @ 5% expansion for 2 minutes.

*Refer to the bed expansion curve to determine the flowrates needed at each step. Please note, an identical backwash procedure is recommended when a media vessel is restarted after an extended shutdown or restarted after the bed has been drained.*

**DESIGN CONSIDERATIONS**

FILTRASORB 400 activated carbon is applied in down-flow operation and can be used in both pressure vessels and gravity filters. Design considerations for a treatment system is based on the user's operating conditions, the treatment objectives desired, and the chemical nature of the compound(s) being adsorbed. Reach out to your Technical Sales Representative for more information and to address your specific needs.

**SAFETY MESSAGE**

Wet, activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.



# ACTIVATED CARBON FILTRASORB

## Safety Data Sheet

Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations  
Issue date: 06/03/2024 Supersedes date: 10/20/2020 Version: 5.1

### SECTION 1: Identification

#### 1.1. Identification

Trade name : ACTIVATED CARBON FILTRASORB (For full list of product trade names and codes, see Section 16.)  
Product form : Substance  
CAS-No. : 7440-44-0  
Synonyms : Activated carbon; Steam activated carbon (For full list of product synonyms, i.e., product names and codes, see Section 16.)

#### 1.2. Recommended use and restrictions on use

Recommended use : Adsorbent

#### 1.3. Supplier

Calgon Carbon Corporation  
P.O. Box 717  
Pittsburgh, PA 15230  
412-787-6700

#### 1.4. Emergency telephone number

Emergency number : CHEMTREC (24HRS): 1-800-424-9300

### SECTION 2: Hazard(s) identification

#### 2.1. Classification of the substance or mixture

##### GHS US classification

Combustible dust

*Not classified as a simple asphyxiant. Product does not displace oxygen in the ambient atmosphere, but slowly adsorbs oxygen from a confined space when wet. Under conditions of anticipated and recommended use, product does not pose an asphyxiation hazard.*

#### 2.2. GHS Label elements, including precautionary statements

##### GHS US labeling

Signal word (GHS US) : Warning  
Hazard statements (GHS US) : May form combustible dust concentrations in air.

#### 2.3. Other hazards which do not result in classification

Other hazards not contributing to the classification: Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

#### 2.4. Unknown acute toxicity (GHS US)

No data available

# ACTIVATED CARBON FILTRASORB

## Safety Data Sheet

Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### SECTION 3 : Composition/Information on ingredients

#### 3.1. Substance(s)

Name	Product identifier	%
Activated carbon	CAS No.: 7440-44-0	75 – 100*

\*This product is manufactured from a naturally occurring raw material and may contain up to 25% impurities. It has been specifically determined that the impurity content will not have any impact on the hazard classification of this product.

#### 3.2. Mixtures

Not applicable

### SECTION 4: First-aid measures

#### 4.1. Description of first aid measures

First-aid measures general	: If exposed or concerned, get medical attention/advice. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before re-use. Never give anything to an unconscious person.
First-aid measures after inhalation	: IF INHALED: Remove to fresh air and keep at rest in a comfortable position for breathing.
First-aid measures after skin contact	: IF ON SKIN (or clothing): Remove affected clothing and wash all exposed skin with water for at least 15 minutes.
First-aid measures after eye contact	: IF IN EYES: Immediately flush with plenty of water for at least 15 minutes. Remove contact lenses if present and easy to do so. Continue rinsing.
First-aid measures after ingestion	: IF SWALLOWED: Rinse mouth thoroughly. Do not induce vomiting without advice from poison control center or medical professional. Get medical attention if you feel unwell.

#### 4.2. Most important symptoms and effects (acute and delayed)

Symptoms/effects after inhalation	: Not expected to present a significant hazard under anticipated conditions of normal use. Dust may cause irritation to the respiratory system.
Symptoms/effects after skin contact	: Dust may cause irritation.
Symptoms/effects after eye contact	: Dust may cause irritation and redness.
Symptoms/effects after ingestion	: Not expected to present a significant hazard under anticipated conditions of normal use.

#### 4.3. Immediate medical attention and special treatment, if necessary

No additional information available.

### SECTION 5: Fire-fighting measures

#### 5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media	: Water spray. Carbon dioxide. Dry chemical. Foam. Sand.
Unsuitable extinguishing media	: None known.

#### 5.2. Specific hazards arising from the chemical

Fire hazard	: Dust may be combustible under specific conditions. May be ignited by heat, sparks, or flames.
Explosion hazard	: Dust may form explosive mixture in air.
Reactivity in case of fire	: No dangerous reactions known under normal conditions of use. Carbon oxides may be emitted upon combustion of material.

# ACTIVATED CARBON FILTRASORB

## Safety Data Sheet

Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### 5.3. Special protective equipment and precautions for fire-fighters

Firefighting instructions : Wear NIOSH-approved self-contained breathing apparatus suitable for the surrounding fire. Use water spray or fog for cooling exposed containers. Evacuate area.

## SECTION 6: Accidental release measures

### 6.1. Personal precautions, protective equipment and emergency procedures

General measures : Evacuate area. Keep upwind. Ventilate area. Spill should be handled by trained clean-up crews properly equipped with respiratory equipment and full chemical protective gear (see Section 8).

#### 6.1.1. For non-emergency personnel

No additional information available.

#### 6.1.2. For emergency responders

No additional information available.

### 6.2. Environmental precautions

Prevent entry to sewers and public waters. Avoid release to the environment. Product is not soluble but can cause particulate emission if discharged into waterways. Dike all entrances to sewers and drains to avoid introducing material to waterways. Notify authorities if product enters sewers or public waters.

### 6.3. Methods and material for containment and cleaning up

For containment : Sweep or shovel spills into appropriate container for disposal. Minimize generation of dust.  
Methods for cleaning up : Sweep or shovel spills into appropriate container for disposal. Minimize generation of dust. Dispose of material in compliance with local, state, and federal regulations.

### 6.4. Reference to other sections

No additional information available.

## SECTION 7: Handling and storage

### 7.1. Precautions for safe handling

Precautions for safe handling : Avoid dust formation. Avoid contact with skin, eyes, and clothing. Do not handle until all safety precautions have been read and understood. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and when leaving work. Keep away from sources of ignition - No smoking.

### 7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep container tightly closed in a cool, dry, and well-ventilated place. Keep away from ignition sources.

## SECTION 8 : Exposure controls/personal protection

### 8.1. Control parameters

<b>Activated carbon (7440-44-0)*</b>	
OSHA PEL (TWA) (mg/m <sup>3</sup> )	≤ 5 (Respirable Fraction) ≤ 15 (Total Dust)

\*Exposure limits are for inert or nuisance dust. No specific exposure limits have been established for this activated carbon product by OSHA or ACGIH.

# ACTIVATED CARBON FILTRASORB

## Safety Data Sheet

Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### 8.2. Appropriate engineering controls

Appropriate engineering controls : Provide adequate general and local exhaust ventilation. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Use explosion-proof equipment with flammable materials. Ensure adequate ventilation, especially in confined areas. Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

### 8.3. Individual protection measures/Personal protective equipment

<b>Hand protection:</b>
Gloves should be classified under Standard EN 374 or ASTM F1296. Suggested glove materials are: Neoprene, Nitrile/butadiene rubber, Polyethylene, Ethyl vinyl alcohol laminate, PVC or vinyl. Suitable gloves for this specific application can be recommended by the glove supplier.
<b>Eye protection:</b>
Use eye protection suitable to the environment. Avoid direct contact with eyes.
<b>Skin and Body protection:</b>
Wear long sleeves, and chemically impervious PPE/coveralls to minimize bodily exposure.
<b>Respiratory protection:</b>
Use NIOSH-approved dust/particulate respirator. Where vapor, mist, or dust exceed PELs or other applicable OELs, use NIOSH-approved respiratory protective equipment.

**Personal protective equipment** : Gloves. Safety glasses. Protective clothing. Under insufficient ventilation conditions wear respiratory protection.

**Personal protective equipment symbol(s):**



## SECTION 9: Physical and chemical properties

### 9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Granular, powder, or pelletized substance
Color	: Black
Odor	: Odorless
Odor threshold	: No data available
pH	: No data available
Relative evaporation rate (butylacetate=1)	: Not applicable
Melting point	: Not applicable
Freezing point	: Not applicable
Boiling point	: Not applicable
Flash point	: No data available
Auto-ignition temperature	: > 350 °C
Decomposition temperature	: No data available
Flammability (solid, gas)	: > 350 °C
Vapor pressure	: Not applicable
Relative vapor density at 20 °C	: Not applicable
Apparent density	: 0.3 - 0.75 g/cc

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Solubility	: Insoluble
Log Pow	: Not applicable
Log Kow	: Not applicable
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: Not applicable
Explosive properties	: No data available
Oxidising properties	: No data available
Explosive limits	: No data available

### 9.2. Other information

No additional information available.

## SECTION 10: Stability and reactivity

### 10.1. Reactivity

No dangerous reactions known under normal conditions of use.

### 10.2. Chemical stability

Stable under use and storage conditions as recommended in section 7.

### 10.3. Possibility of hazardous reactions

None known.

### 10.4. Conditions to avoid

Avoid dust formation. Heat. Ignition sources. Exposure to high concentrations of organic compounds may cause bed temperature to rise.

### 10.5. Incompatible materials

Alkali metals. Strong oxidizing agents.

### 10.6. Hazardous decomposition products

Carbon monoxide (CO), Carbon dioxide (CO<sub>2</sub>)

## SECTION 11 : Toxicological information

### 11.1. Information on toxicological effects

Acute toxicity (oral) : Not classified

<b>Activated carbon (7440-44-0)</b>	
LD <sub>50</sub> oral rat	> 2000 mg/kg

Skin corrosion/irritation : Not classified

Serious eye damage/irritation : Not classified

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

<b>Silica: crystalline, quartz (14808-60-7)</b>	
IARC group	1 – Carcinogenic to humans
The International Agency for Research on Cancer (IARC) has classified "silica dust, crystalline, in the form of quartz or cristobalite" as carcinogenic to humans (group 1). However these warnings refer to crystalline silica dusts and do not apply to solid activated carbon containing crystalline silica as a naturally occurring, bound impurity. As such, we have not classified this product as a carcinogen in accordance with the US OSHA Hazard Communication Standard (29 CFR §1910.1200) but recommend that users avoid inhalation of product in a dust form.	

Reproductive toxicity : Not classified

STOT-single exposure : Not classified

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STOT-repeated exposure	: Not classified
Aspiration hazard	: Not classified
Symptoms/injuries after inhalation	: Not expected to present a significant hazard under anticipated conditions of normal use.
Symptoms/injuries after skin contact	: Dust may cause irritation of the skin.
Symptoms/injuries after eye contact	: Dust may cause irritation and redness.
Symptoms/injuries after ingestion	: Not expected to present a significant hazard under anticipated conditions of normal use.

## SECTION 12: Ecological information

### 12.1. Toxicity

No additional information available.

### 12.2. Persistence and degradability

No additional information available.

### 12.3. Bioaccumulative potential

No additional information available.

### 12.4. Mobility in soil

No additional information available.

### 12.5. Other adverse effects

No additional information available.

## SECTION 13: Disposal considerations

### 13.1. Waste treatment methods

Waste treatment and disposal methods	: Vacuum or shovel material into a closed container. Dispose in a safe manner in accordance with local, state, or federal regulations. Do not allow the product to be released into the environment.
Additional information	: Activated carbon is an adsorbent media; hazard classification is generally determined by the adsorbate. Consult U.S. EPA guidelines listed in 40 CFR 261.3 for more information on hazardous waste disposal.

## SECTION 14: Transport information

### 14.1. In accordance with DOT

Not classified as hazardous for domestic land transport.

UN-No. (DOT)	: None on finished product
DOT NA No.	: None on finished product
Proper Shipping Name (DOT)	: Not regulated
Department of Transportation (DOT) Hazard Classes	: None on finished product
Hazard labels (DOT)	: None on finished product
Packing group (DOT)	: None on finished product
DOT Quantity Limitations Passenger aircraft/rail(49 CFR 173.27)	: None on finished product

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### 14.2. Transport by sea

Not classified as hazardous for water transport. Per Special Provision 925 of the IMDG Code, steam-activated carbon products are exempt from classification as UN 1362 – CARBON ACTIVATED and is thus **not** considered a dangerous good for transportation.

#### IMO/IMDG

UN/NA Identification Number : None on finished product  
UN-Proper Shipping Name : Not regulated  
Transport Hazard Class : None on finished product

### 14.3. Air transport

Not classified as hazardous for air transport

#### ICAO/IATA

UN/NA No. : None on finished product  
UN-Proper Shipping Name : Not regulated  
Transport Hazard Class : None on finished product  
Packing Group : None on finished product  
Marine Pollutant : None on finished product

### 14.4. Additional information

Other information : When tested according to the United Nations Transportation of Dangerous Goods, "Manual of Tests and Criteria, Part III, Test N.4 - Test Method for Self-Heating Substances" it has been specifically determined that non-impregnated steam activated carbon products do not have self-heating properties and are therefore exempt from classification as UN 1362- CARBON ACTIVATED. (See Special Provision 925 of the IMDG and A3 of IATA.) This information is applicable to the steam activated carbon product(s) identified under Section 16 of this document.

## SECTION 15: Regulatory information

### 15.1. US Federal regulations

ACTIVATED CARBON FILTRASORB	
All chemical substances in this product are listed as "Active" in the EPA (Environmental Protection Agency) "TSCA Inventory Notification (Active-Inactive) Requirements Rule" ("the Final Rule") as of February 2019, or are otherwise exempt.	
SARA Section 311/312 Hazard Classes	Physical hazard - Combustible dust

<b>Cobalt (7440-48-4)*</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory Listed on United States SARA Section 313	
SARA Section 313 - Emission Reporting	0.1 %

\*Present below de minimis levels

### 15.2. International regulations

No additional information available.

### 15.3. US State regulations

#### California Proposition 65

An exposure assessment conducted in October 2023 determined the contaminants of Proposition 65 concern are below the estimated Safe Harbor Levels. A Proposition 65 warning label is not required for product(s) listed under Section 16 of this SDS.

Component	State or local regulations
Aluminum oxide (1344-28-1)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Massachusetts - Right to Know List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List

# ACTIVATED CARBON FILTRASORB

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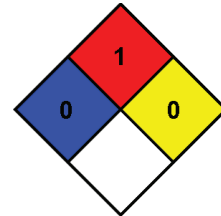
Component	State or local regulations
Calcium sulfate (7778-18-9)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right to Know List
Silica: crystalline, quartz (14808-60-7)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right to Know List
Titanium dioxide (13463-67-7)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right to Know List
Cobalt (7440-48-4)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List U.S. - Massachusetts - Right to Know List

### SECTION 16: Other information

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Issue date : 06/03/2024

NFPA health hazard : 0 - Exposure under fire conditions would offer no hazard beyond that of ordinary combustible materials.  
NFPA fire hazard : 1 - Must be preheated before ignition can occur.  
NFPA reactivity : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



#### HMIS III Rating

Health : 0  
Flammability : 1  
Physical : 0  
Personal Protection :

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety, and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product. The information in this document applies to this specific material as supplied. It may not be valid if product is used in combination with other materials. It is the user's responsibility to determine the suitability and completeness of this information for their particular use. While the information and recommendations set forth herein are believed to be accurate as of the date hereof, Calgon Carbon Corporation makes no warranty with respect to the same and disclaims all liability for reliance thereon.

# ACTIVATED CARBON FILTRASORB

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### List of Product Trade/Synonyms Names

(Product Codes are located in parentheses after each product name)

- F400 OSD (18801)
- FILTRASORB 100 (11940)
- FILTRASORB 100 (13131)
- FILTRASORB 100 D (15610)
- FILTRASORB 100 PH (11942)
- FILTRASORB 200 (11950)
- FILTRASORB 200 (13132)
- FILTRASORB 200 AR HWF (11948)
- FILTRASORB 200 AWD CCR 12X40 (11939)
- FILTRASORB 200 AWD CCR 12X40 PH (11929)
- FILTRASORB 200 AWD LF 12X40 (11955)
- FILTRASORB 200 AWD LF PH (11968)
- FILTRASORB 200 D (15620)
- FILTRASORB 200 E (11961)
- FILTRASORB 200 E PH (13615)
- FILTRASORB 200 GLY (11965)
- FILTRASORB 200 I (12021)
- FILTRASORB 200 M (11951)
- FILTRASORB 200 PH (11931)
- FILTRASORB 200-CD (15615)
- FILTRASORB 200-CD PH (15616)
- FILTRASORB 200D CC (15623)
- FILTRASORB 300 (11975)
- FILTRASORB 300 AR (11978)
- FILTRASORB 300 BBT (12001)
- FILTRASORB 300 CA GLY (11995)
- FILTRASORB 300 CCG (11969)
- FILTRASORB 300 [CD] I (25020)
- FILTRASORB 300 CSB (12004)
- FILTRASORB 300 CSC (12014)
- FILTRASORB 300 D (15630)
- FILTRASORB 300 D SK (19782)
- FILTRASORB 300 E (11958)
- FILTRASORB 300 E CSA (13014)
- FILTRASORB 300 E PH (11957)
- FILTRASORB 300 EN (13674)
- FILTRASORB 300 GLY 8X30 (12000)
- FILTRASORB 300 I (12023)
- FILTRASORB 300 M (11974)
- FILTRASORB 300 M PH (11971)
- FILTRASORB 300 NB (11959)
- FILTRASORB 300 PH (12010)
- FILTRASORB 300 WW LF (12007)

# ACTIVATED CARBON FILTRASORB

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- FILTRASORB 300-CD (15315)
- FILTRASORB 300-CD HA (15322)
- FILTRASORB 300-CD NB (15320)
- FILTRASORB 300-CD NB HA (15321)
- FILTRASORB 300-CD PH (15316)
- FILTRASORB 300D 80I (15625)
- FILTRASORB 300D AW (13984)
- FILTRASORB 300D AW AO (19071)
- FILTRASORB 300D AW HA (13986)
- FILTRASORB 300D CC (ASIA) (19766)
- FILTRASORB 300D CC CM (15626)
- FILTRASORB 300D CC RO (19856)
- FILTRASORB 300D LSI R (15497)
- FILTRASORB 300D CCR (19852)
- FILTRASORB 300D PLUS (19752)
- FILTRASORB 300DR I (15495)
- FILTRASORB 300DR I (BH) (19804)
- FILTRASORB 300DR I (CR) (19821)
- FILTRASORB 300DR I (LG) (19779)
- FILTRASORB 300DR I (SW) (19820)
- FILTRASORB 400 (12030)
- FILTRASORB 400 (13134)
- FILTRASORB 400 50X200 (13591)
- FILTRASORB 400 AR (12036)
- FILTRASORB 400 AR PH (13523)
- FILTRASORB 400 AR+ (13543)
- FILTRASORB 400 AR+ 12X40 (13586)
- FILTRASORB 400 AR+ I (13791)
- FILTRASORB 400 AR+ NB (13619)
- FILTRASORB 400 AR+ PH (13711)
- FILTRASORB 400 AW 12X40 (13562)
- FILTRASORB 400 AW 12X40 PH (13929)
- FILTRASORB 400 C (12040)
- FILTRASORB 400 C PH (12043)
- FILTRASORB 400 CSA (15655)
- FILTRASORB 400 CSA PH (15656)
- FILTRASORB 400 D (QB) (19756)
- FILTRASORB 400 E (12038)
- FILTRASORB 400 E PH (12039)
- FILTRASORB 400 EN (13676)
- FILTRASORB 400 GLY (12055)
- FILTRASORB 400 HS (11993)
- FILTRASORB 400 HWF 80X325 (13621)
- FILTRASORB 400 I (12028)
- FILTRASORB 400 J (12051)
- FILTRASORB 400 K (13853)
- FILTRASORB 400 M (12031)

# ACTIVATED CARBON FILTRASORB

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- FILTRASORB 400 M HHI (13633)
- FILTRASORB 400 M PH (13807)
- FILTRASORB 400 M4 (11367)
- FILTRASORB 400 M6 (12002)
- FILTRASORB 400 OS (12085)
- FILTRASORB 400 OS PH (11368)
- FILTRASORB 400 OSH (12026)
- FILTRASORB 400 PH (12090)
- FILTRASORB 400 PNY (12053)
- FILTRASORB 400 SF (12105)
- FILTRASORB 400 SS (11285)
- FILTRASORB 400-B (12041)
- FILTRASORB 400-CD (15645)
- FILTRASORB 400-CD PH (15646)
- FILTRASORB 400D AW (15644)
- FILTRASORB 400D AW QB (19858)
- FILTRASORB 400D CC (ASIA) (19767)
- FILTRASORB 400D CC CM (15627)
- FILTRASORB 400D CC RO (19857)
- FILTRASORB 400D CCR (19851)
- FILTRASORB 400D TP (15643)
- FILTRASORB 400DR I (15647)
- FILTRASORB 600 (12127)
- FILTRASORB 600 20X50 (12113)
- FILTRASORB 600 AR+ (13667)
- FILTRASORB 600 AR+ 12X40 (12124)
- FILTRASORB 600 AR+ 50X200 (13571)
- FILTRASORB 600 AR+ 80X325 (13572)
- FILTRASORB 600 AR+ PH (12228)
- FILTRASORB 600 AW 12X40 (12119)
- FILTRASORB 600 AW 12X40 PH (12155)
- FILTRASORB 600 PH (12126)
- FILTRASORB 816 (12130)
- FILTRASORB 816 AB (12139)
- FILTRASORB 816 [CD] (15324)
- FILTRASORB 816 D (15554)
- FILTRASORB 816 E (12248)
- FILTRASORB 816 E PH (12246)
- FILTRASORB 816 FINES (12062)
- FILTRASORB 816 M (12131)
- FILTRASORB 816 MU (12081)
- FILTRASORB 816 PH (13774)
- FILTRASORB 816 TRACY (11926)
- FILTRASORB 820 (12135)
- FILTRASORB 820 AR+ (13726)
- FILTRASORB 820D CCK (15570)
- FILTRASORB 820 M (12136)

# ACTIVATED CARBON FILTRASORB

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- FILTRASORB 820 PH (13557)
- FILTRASORB 830 AR+ (13764)
- FILTRASORB 830 MU (12089)
- FILTRASORB 830M (11983)
- FILTRASORB 840 D (19827)
- FILTRASORB DW 12X40 (11011)
- FILTRASORB GS (11943)
- FILTRASORB SENTRY 8X16 (13574)
- FILTRASORB SENTRY 8X20 (13576)
- FILTRASORB SENTRY 8X30 (13573)
- FILTRASORB SENTRY AR N (13594)
- FILTRASORB SENTRY N (13596)
- FILTRASORB TL 820 CW (13112)
- FILTRASORB TL830 CSA PH (15683)
- FILTRASORB TL830 E (13115)
- FILTRASORB TL830 E PH (13118)
- FILTRASORB TL830-CD (15680)
- FILTRASORB TL830-CD PH (15681)
- FILTRASORB® 400 POU+ 80X325 (13926)
- FILTRASORB® 400 POU+ 8X40 (13969)
- FILTRASORB® 816 CMBG (13835)
- FILTRASORB™ 300 CA (13913)



## NSF

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The **NSF** (formerly the National Sanitation Foundation) is an international, non-profit organization that is dedicated to public health safety and the protection of the environment by developing performance standards for a broad range of products, especially for drinking water applications. NSF maintains a toxic leachate certification process for materials which come into contact with drinking water. Certain CCC products are certified to meet the NSF 42 and 61 standards. Go to [NSF.org](http://NSF.org) for a complete product listing for Calgon Carbon Corporation.





# MANAGEMENT SYSTEM CERTIFICATE

Certificate no.:  
CERT-09424-2003-AQ-HOU-ANAB

Initial certification date:  
06 June, 2012

Valid:  
27 May, 2024 – 26 May, 2027

This is to certify that the management system of  
**Calgon Carbon Corporation**  
15024 US 23, Catlettsburg, KY, 41129, USA

has been found to conform to the Quality Management System standard:  
**ISO 9001:2015**

This certificate is valid for the following scope:  
**Manufacture, reactivation, and packaging of activated carbon products**

Place and date:  
Katy, TX, 18 April, 2024



For the issuing office:  
DNV - Business Assurance  
1400 Ravello Drive, Katy, TX, 77449-5164, USA

**Sherif Mekkawy**  
Management Representative

# FILTRASORB REFERENCES



NAME	CITY	STATE	ADDRESS	CONTACT	NUMBER	LBS
<b>Emerald Coast Utilities</b>	Penascola	FL	9255 Strudevant St	Bobby Rogers	850-969-6626	100,000
<b>Vaughn Water</b>	Bakersfield	CA	10014 Glenn St	Denny Armstrong	661-330-3615	20,000
<b>Sunnyslope</b>	Hollister	CA	3570 Airline Highway	Jim Flice	831-637-4670	45,000
<b>City of Fresno</b>	Fresno	CA	2600 Fresno St	Bob Little	559-621-5355	20,000
<b>City of Lodi</b>	Lodi	CA	1331 South Ham Ln	Lance Roberts	209-333-6800	150,000
<b>Lynn Water &amp; Sewer Commission</b>	Lynn	MA	390 Parkland Ave	Rick Dawe	781-595-5491	270,000
<b>West View Water</b>	Pittsburgh	PA	210 Perry Hwy	Scott McNicol	412-931-3292	1,400,000
<b>Village of Sikes</b>	Sikes	LA	200 Hwy 499N	Brian Owens	318-376-5176	20,000
<b>Acton Water District</b>	Acton	MA	693 Massachusetts Ave	Chris Allen	978-263-9107	40,000
<b>Artesian Water Co</b>	Newark	DE	664 Churchmans Rd	Rob Penman	302-453-6996	200,000
<b>Haverhill Water</b>	Haverhill	MA	131 Amesbury Rd	John D'Aoust	978-374-2385	350,000
<b>Town of Billerica</b>	Billerica	MA	365 Boston Rd	Jerry Garabedin	978-671-0957	54,000

## CONTACT US

Contact us to learn more about granular activated carbon, reactivation, and our commitment to safety and the environment.

1.800.4Carbon | [calgoncarbon.com](http://calgoncarbon.com)

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# CARBON EXCHANGE PROCEDURES



*\*These procedures are general in scope and may differ due to differences in scope for each customer and location.*

A carbon exchange consists of the removal of spent carbon from a filter and the installation of fresh carbon into the filter. The following procedures can also be used for initial carbon fills.

All spent carbon removals are completed hydraulically using the eduction method from the filter into an open dump truck.

The carbon installation can be completed from bulk truck deliveries or from 1,000-pound super sack deliveries. The eduction method can be used for installation from bulk trucks and from super sacks. A crane can be used to dump the carbon from the super sacks directly into the filter, allowing the filter to be filled when high-pressure water is not available.

The following section lists requirements for accomplishing a carbon exchange. The responsible party is noted after each item, either "customer" or Calgon Carbon "CCC". The designation of responsibility is for a typical project but can vary based on the specifications of the project.

## 1. PROJECT REQUIREMENTS

For removal of spent carbon or installation of fresh carbon using the eduction method the following is required:

### 1. Utilities

- a. A water source of at least 90 to 100 psi at 200 gpm. The supplied water source comes from the closest fire hydrant or a line, which is near a pump (i.e., a surface sweep pump). (Customer)
- b. A 2-1/2" fire hose reduced to 2" FNPT to connect to the eductor supplied by Calgon Carbon. The connection at the eductor is carbon removal and at the trailer for carbon installation. (CCC)
- c. A 3/4" garden hose at the filter for rinsing off the waders used by the labor force for carbon removal and at the trailer to insert in the hopper during carbon installation. (CCC)
- d. A drain to handle the disposal of water used in removing the spent carbon. The drain capacity should be equal to or greater than the water supplied for the carbon removal. (Customer)

**CARBON EXCHANGE PROCEDURES - FOR POTABLE WATER GRAVITY FILTERS AND VESSELS**

# CARBON EXCHANGE PROCEDURES



2. Manpower
  - a. A plant operator to open or close plant water valves. (Customer)
  - b. Two (2) or three (3) laborers depending on the extent of work required. (Customer or CCC)
  - c. Supervision of installation. (CCC)
  
3. Miscellaneous
  - a. For installation or removal using a bulk trailer, an area large enough to stage one (1) or two (2) trailers is required. The approximate dimensions of a trailer are 51' long x 8"5" wide x 11'6" high. (Customer)
  - b. Sufficient storage for the super sacks upon arrival. The recommended storage area is an enclosed building. If this is not available and the carbon is stored outside for an extended period of time, the super sacks should be covered with tarpaulins or plastic and kept away from areas which have inadequate drainage to prevent submersion of any carbon in free-standing water. (Customer)
  - c. The necessary equipment (crane and/or forklift) and manpower to receive and stage the carbon in super sacks prior to loading the filters. The carbon can be hydraulically or dry installed. The super sacks weigh 1,000 pounds each, have an 18" discharge chute, and are stacked two (2) high with a pallet under the bottom super sack. (Customer)
  - d. The disposal of all super sacks and pallets. (Customer)
  - e. All transfer equipment, which includes a hopper, and eductor, a suction hose with wand, a F/F coupler, carbon slurry hoses, and a trough. (CCC)
  - f. Transportation for spent carbon return and virgin carbon delivery. (CCC)
  - g. Removal/installation sign-off certificates, which require a signature from the site contact and the Calgon Carbon Supervisor. (CCC)
  - h. Backwash rate curves to correspond with the product, which is installed. (CCC)

# CARBON EXCHANGE PROCEDURES



## 2. PRELIMINARY REQUIREMENTS

Customer should contact their Calgon Carbon Technical Sales Representative ten (10) working days prior to the date they plan to begin the exchange or installation. Subsequent to this notification, Calgon Carbon operations supervisor will work with the customer to reconfirm the start date and determine the equipment required to do the exchange.

## 3. SPENT REMOVAL - EDUCION TO BULK TRAILER

- a. Prior to spent carbon removal from the filter, the customer must isolate the filter from the treatment mode, complete a backwash, and lower the water level just below the top of the carbon bed so freeboard measurements can be taken.
- b. While the filter is being backwashed, Calgon Carbon's supervisor will direct the connection of hoses, eductor and water supply.
- c. Take free board measurements, then add water to the filter to a level of 12" to 24" of water above the carbon.
- d. The driver prepares his truck to receive the spent carbon by installing a transfer hose to the front of the dump bed and a carbon retention screen on the chute and hooking up a drainage bib to the tailgate (if required) to catch all the water and direct it to a designated drain.
- e. The suction hose with a wand is used for removing spent carbon. During carbon removal the operator will be required to add water into the filter to maintain a water level.
- f. When it is determined that all the carbon has been removed, backwash the filter for a short amount of time, then take measurements of bed depth to determine if additional material should be removed.
- g. When the removal is complete, free board measurements are again taken. Water is added to the filter to a level of 12" to 24" above the sand.

# CARBON EXCHANGE PROCEDURES



## 4. CARBON FILL - EDUCTION FROM A BULK TRAILER

- a. The virgin carbon trailer is positioned and set up with Calgon Carbon equipment to educt the carbon into the empty filter. Calgon Carbon Corporation Safe Job Procedure OP-5 (attached) will be used to transfer carbon with an aluminum hopper.
- b. After the proper carbon level has been installed, the filter should sit overnight in a flooded state and then be backwashed prior to going on line.

If the filter must go into service immediately, a backwash must be completed. The backwash should begin at a low flow rate and be increased gradually to complete the backwash. A backwash removes any entrapped air or carbon fines, and segregates the carbon bed. The rates are determined by water temperature and are found on product bulletins supplied by Calgon Carbon Corporation.

- c. Final freeboard measurements are taken after the backwash has been completed to verify that the proper amount of carbon has been installed.
- d. All measurements are recorded on Calgon Carbon's removal/installation certificates and are to be signed by the customer as well as the Calgon Carbon Supervisor upon completion of each filter.
- e. The procedure is repeated for each filter to be exchanged.
- f. After the total job is complete, all equipment must be returned to Calgon Carbon Corporation, and the work area cleaned up before leaving the site.

## 5. CARBON FILL - EDUCTION FROM SUPERSACKS

This method is similar to the method described in part D except as follows:

- a. Use the free-standing hopper instead of the truck mounted hopper.
- b. A crane or fork truck is necessary to bring super sacks from the storage area to the hopper.

# CARBON EXCHANGE PROCEDURES



## 6. CARBON FILL USING CRANE AND SUPERSACKS

1. The carbon will be furnished in 1,000-pound super sacks. The super sacks have an 18" discharge chute, and are stacked two (2) high with a pallet under the bottom super sack.
2. Sufficient storage for the super sacks shall be provided. The recommended storage area is an enclosed building. If this is not available and the carbon is stored outside for an extended period of time, the super sacks should be covered with tarpaulins or plastic and kept away from the areas which have inadequate drainage to prevent submersion of any carbon in free-standing water.
3. Add 12" to 24" of water to the filter.
4. A crane can be used to dump the carbon from the super sacks directly into the filter. Continue to add water to keep the carbon submerged.
5. After the proper carbon level has been installed, the filter should sit overnight in a flooded state and then be backwashed prior to going on line.
6. If the filter must go into service immediately, a backwash must be completed. The backwash should begin at a low flow rate and be increased gradually to complete the backwash. A backwash removes any entrapped air or carbon fines and segregates the carbon bed. The rates are determined by water temperature and are found on product bulletins supplied by Calgon Carbon Corporation.
7. Final freeboard measurements are taken after the backwash has been completed to verify that the proper amount of carbon has been installed.
8. All measurements are recorded on Calgon Carbon's removal/installation certificates and are to be signed by the customer as well as the Calgon Carbon Supervisor upon completion of each filter.
9. This procedure is repeated for each filter to be exchanged.
10. After the total job is complete, all equipment must be returned to Calgon Carbon Corporation, and the work area cleaned up before leaving the site.



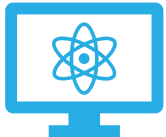
## CONTACT US:



1-800-4-CARBON (1-800-422-7266)



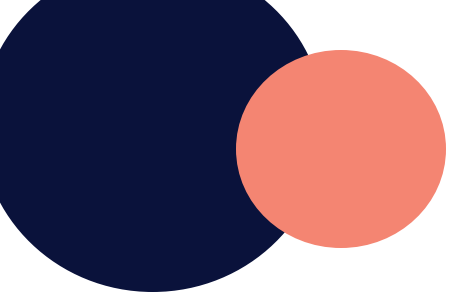
DRINKINGWATER.CCC@KURARAY.COM



WWW.CALGONCARBON.COM



CALGON CARBON CORPORATION  
3000 GSK DRIVE  
MOON TOWNSHIP, PA 15108



# SUBMITTAL

2

## Price Proposal

**ORANGE COUNTY WATER DISTRICT  
 GRANULAR ACTIVATED CARBON MEDIA PROCUREMENT, DELIVERY AND  
 INSTALLATION AT THE FULLERTON MAIN PLANT - RFP-25-003**

**COST QUOTATION**

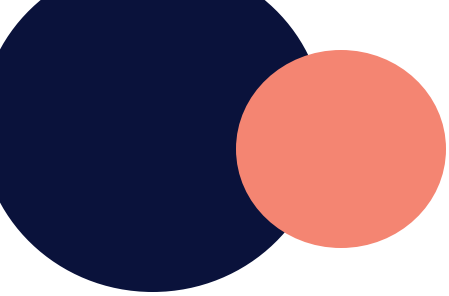
ITEM	DESCRIPTION	UNITS	QUANTITY	TOTAL (\$)
1	<u>Product Name:</u> Filtrasorb 400 <u>GAC Media Amount:</u> 160,000 lbs <u>Location:</u> Fullerton Main Plant – North GAC Trains 4 & 5 (4 vessels, 40,000 lbs each)	Lump	1	\$270,400.00
1A	Sales Tax (7.75%) for Item 1	-	-	\$18,352.00
Item 1 Subtotal				\$288,752.00
2	<u>Product Name:</u> Filtrasorb 400 <u>GAC Media Amount:</u> 320,000 lbs <u>Location:</u> Fullerton Main Plant – South GAC Trains 1 - 4 (8 vessels, 40,000 lbs each)	Lump	1	\$540,800.00
2A	Sales Tax (7.75%) for Item 2	-	-	\$36,704.00
Item 2 Subtotal				\$577,504.00
<b>TOTAL QUOTATION</b>				<b>\$866,256.00</b>

**Company Name:** Calgon Carbon Corporation

**Signature:**  \_\_\_\_\_

**Title:** Jeremy J. Jones, DWS Project Manager

**Date:** 09/19/2025



# SUBMITTAL

3

## Contractor Safety Program



*ORANGE COUNTY WATER  
DISTRICT*

Procedure No: SP- 1.15

Reviewed: 2025

**Contractor Safety**

**1 PURPOSE:**

1.1. OCWD is committed to the safety of all employees, contractors, and visitors. All contractors and subcontractors must adhere to applicable Federal, State and Regional Environmental, Health and Safety (EHS) requirements, as well as OCWD EHS policies and procedures.

**2 SCOPE:**

2.1. This program shall apply to all contractors and subcontractors providing goods or services to OCWD.

**3 RESPONSIBILITIES:**

3.1. The Project Manager is responsible for:

- Scheduling to meet with Risk & Safety at the ninety-five percent (95%) design review phase.
- Reviewing the Contractor Pre-Award Safety (Appendix A) with Risk & Safety.
- Ensuring that safety related specifications are included in the design phase.
- Conducting observations of contractor work and completing Appendix D (Notice to Correct) if serious/imminent hazards are observed.
- Coordinating contractor safety orientation with Risk & Safety

3.2. The Purchasing Department is responsible for:

- Sending out the “Contractor Required Information Packet” (Appendix B forms) and the Contractor EHS Handbook to the contractors.
- Ensuring the documents received from the contractors are complete & signed.
- Maintaining signed documents and forwarding copies to the Risk & Safety Department.

3.3. The Risk & Safety Department is responsible for:

- Reviewing the project at 95% design phase and Appendix A with the Project Manager.
- Reviewing Appendix B received from Purchasing.
- Conducting Contractor Safety Orientation with the awarded contractor, subcontractor, and other applicable personnel.

3.4. The General Manager:

- The General Manager or his designee shall approve changes to the Contractor Safety Program.

**4 DEFINITIONS:**

4.1. Types of Regulatory Violations (OSHA Classification of Violations & Definitions).

- **Serious:** A serious violation exists when the workplace hazard could cause an accident or illness that would most likely result in death or serious physical harm unless the employer did not know or could not have known of the violation.
- **Willful:** A willful violation is defined as a violation in which the employer either knowingly failed to comply with a legal requirement (purposeful disregard) or acted with plain indifference to employee safety.

- **Repeat:** a violation where the employer has corrected, or indicated correction of an earlier violation, for which a citation was issued, and upon a later inspection is found to have committed the same violation again within a period of three years immediately preceding the latter violation.
- 4.2. Experience Modification Rate (EMR or “X-Mod”) - A Ratio of actual losses (workers compensation) versus expected losses over a rolling three - year period average. The EMR produces a metric in which the number “1” is considered the industry average, less than one is considered good experience and more than 1 is considered poor experience. The EMR is typically used by OSHA (Cal/OSHA) and by the Casualty Insurance Industry as a measure of a Contractor or Subcontractor’s “safety” performance.
  - 4.3. Injury and Illness Prevention Program (IIPP) - Cal/OSHA requirement for employers to maintain and implement a safety program associated with the prevention of injury and illnesses. The IIPP standard is referenced within the California Code of Regulations (CCR) Title 8 Sections 1509 (Construction Safety Orders) and 3203 (General Industry Safety Orders).
  - 4.4. Public Works Contract – Contracts for tasks which are construction related, including repairs, rehabilitation, maintenance, etc.
  - 4.5. Professional Services Agreement – Agreement for consultants, services, and Public Works projects.

## 5 PROCEDURE:

### 5.1. Qualification

- Appendix B shall be used for all contractors and those providing ongoing services to OCWD, such as but not limited to landscaping services, janitorial services, etc.
- Appendix B shall be added to the bid sheets in the bid specs (both the bid invitation and the information for bidders). Appendix B includes the following sections:
  - a) Instructions for Contractors and Criteria Requirements
  - b) Contractor Required Information
  - c) Contractor’s EHS Agreement
  - d) If the contractor does not qualify based on the Contractor Criteria Requirements in Appendix B, the contractor would need to submit additional information for potential consideration, including the Request for Contractor Safety Variance (see page 13).

### 5.2. All Departments:

- At the final selection process (contracts, service agreements):
  - a) The Purchasing Department shall
    - a. Send Appendix B forms and the Contractor EHS Handbook to the contractor. The Contractor shall review, complete, sign and return requested Appendix B forms and any additional information.
    - b. Purchasing reviews completed documents and forwards copies of Appendix B to the Risk & Safety Department.
  - b) The Project Manager shall
    - a. Schedule, at the 95% design review phase, a safety review with the Risk & Safety Department and applicable managers. The meeting shall include a review of the Contractor Pre-Award Safety (Appendix A). Changes shall be incorporated into the updated design.
    - b. Once the contract has been awarded, before Notice to Proceed, the Project Manager shall schedule a Post Award Safety Orientation (Appendix C) with the Risk & Safety

Department. Risk & Safety will review Appendix C with the contractor and conduct a safety and emergency orientation.

- c. The Project Manager or designee is expected to conduct ongoing safety observations throughout the project using the Contractor Safety Observation Guidelines.
  - a. Serious or imminent hazards shall be stopped immediately until the risk is reduced. The project manager shall communicate the serious hazard(s) by completing and submitting the Notice to Correct form (Appendix D) to the Contractor Representative. A copy of the Notice to Correct form must be sent to the Risk & Safety Department.

**6 REFERENCES:**

6.1. Cal/ OSHA, Title 8, Regulations of the Director of Industrial Relations, § 336.10 § 336.11, § 1509.  
*Note - Authority cited: Sections 54 and 55, 50.7, 6317, 6400, 6401, 6402, 6403, 6404, 6405, 6406, and 6407 of the Labor Code.*

**7 APPENDICES:**

- 7.1. Appendix A: Contractor Pre-Award Safety Review
- 7.2. Appendix B: Contractor Required Information
- 7.3. Appendix C: Post Award Orientation
- 7.4. Appendix D: Notice to Correct
- 7.5. Contractor Safety Observation Guidelines
- 7.6. Request for Contractor Safety Variance

California Code of Regulations Section, §336.10. Determination of Citable Employer.

On multi-employer worksites, both construction and non-construction citations may be issued only to the following categories of employers when the Division has evidence that an employee was exposed to a hazard in violation of any requirement enforceable by the Division:

- (a) The employer whose employees were exposed to the hazard (the exposing employer);
- (b) The employer who actually created the hazard (the creating employer);
- (c) The employer who was responsible, by contract or through actual practice, for safety and health conditions on the worksite; i.e., the employer who had the authority for ensuring that the hazardous condition is corrected (the controlling employer); or
- (d) The employer who had the responsibility for actually correcting the hazard (the correcting employer).

*Note: The employers listed in subsections (b) through (d) may be cited regardless of whether their own employees were exposed to the hazard.*

**8 Revision History:**

Date	Author	Description
3/21/2024	P. Bouyounes	Included Contractor Variance information.
227/2025	P. Bouyounes	Added Variance. Removed Post Project Evaluation and Purchasing Checklist. Modified Appendix B Contractor Criteria and added Heat Illness.

Approved by the General Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX A: CONTRACTOR PRE-AWARD SAFETY**

\_\_\_\_\_ Project Manager Name \_\_\_\_\_ Risk & Safety Name and Date

\_\_\_\_\_ Project Name \_\_\_\_\_ Estimate Start Date

Describe project, potential impact & accommodation (dust, odor, noise, etc.) associated with the project/work:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

1	Building Access Needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	#badges needed:	List specific area(s):
2	Will hazardous waste be generated? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, list waste:	
3	Will chemicals be brought onsite? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, list chemicals:	
4	<input type="checkbox"/> How will excess materials/wastes (hazardous or not) be removed?		
5	<input type="checkbox"/> Will Hot Work be performed?		
6	<input type="checkbox"/> Will Noise exceed 85 dB?		
7	<input type="checkbox"/> Will PPE be required for this project? (List required PPE)		
8	<input type="checkbox"/> Will work in confined space be required?		
9	<input type="checkbox"/> Will Lockout/Tagout be required?		
10	<input type="checkbox"/> Will there be any demolition activities or work that generates dust?		
11	<input type="checkbox"/> Will there be work done on the roof?		
12	<input type="checkbox"/> Will the use of cranes (e.g. Hoisting/Rigging) be required?		
13	<input type="checkbox"/> Will Trenching (over 5 feet)/Excavation be required?		
14	<input type="checkbox"/> Will there be Powered Industrial Vehicles involved (e.g. forklift, dozer)?		
15	<input type="checkbox"/> Will work on electrical systems/equipment be performed?		
16	<input type="checkbox"/> Will Traffic Control be required for work on Public Roadway?		
17	<input type="checkbox"/> Will scaffolding/ladder/Platform/Fall protection be used?		
18	<input type="checkbox"/> Will work affect fire detection/suppression equipment system/FM-200 or other fire suppressant systems in the computer room(s)?		
19	<input type="checkbox"/> Will work affect or interrupt the emergency equipment use/accessibility? (Alarms, Eyewashes, Exhaust ventilation, Phone services, Egress routes)		
20	What equipment & tools will be used for this project?		
21	Will work be done during "Red Flag Warnings"?		

## APPENDIX B

### INSTRUCTIONS FOR CONTRACTORS

All licensed contractors interested in performing work for Orange County Water District (OCWD) must complete and provide the information requested in the “Contractor Required Information packet;” meet the criteria listed below and participate in a pre-project safety orientation meeting:

The Criteria below is required in order to comply with OCWD’s Contractor Safety Program and Cal/OSHA’s Multi-Employer Worksite Standard\*

*\*California Labor Code Sections 6400, 6401, 6401.7, 6402 through 6404 and Title 8, California Code of Regulations, Sections 336.10 and 336.11*

#### **CONTRACTOR CRITERIA REQUIREMENTS:**

- EMR greater than 1.25 for any year in the last three years.
- Received a Cal/OSHA regulatory citation and penalties assessed against your firm for any “serious,” “willful” or “repeat” violation as defined by Cal/OSHA, Title 8, sections §330 and §334, in the past three years?  
Yes  No

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

*NOTE: If you have filed an appeal of a citation, and the Appeals Board has not yet ruled on your appeal, you need not include information about it.*

- Failure to provide all requested information.

NOTE: if the contractor is disqualified based on the information above, the awarding body will analyze the issues using the following two factors for potential consideration of the award:

1. Whether the incident was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor, AND
2. Whether the Contractor or Subcontractor has a prior history of good performance, and the incident was openly reported, and the triggering event is not related to a major scope of work, caused by negligence, or resulted in regulatory violations or civil liability against awarding bodies.

Any policy year above 1.25 submit additional documentation to show incidents that resulted in increased EMR subject to review by the awarding party.

**APPENDIX B: CONTRACTOR REQUIRED INFORMATION**

**Part 1: CONTRACTOR INFORMATION SECTION - To Be Completed By Contractor**

- Contractor's Name: Calgon Carbon Corporation
- Contractor's License (copy of license if applicable): N/A
- California Registration Number (if applicable): N/A
- Experience Modification Rate (EMR) for each of the past three premium years:  
 Current year: 1 Previous year: 0.62 Year prior to previous year: 0.79
- Copy of 3 Years of OSHA 300A Annual Summary (If greater than 10 employees)
- How many serious injuries or fatalities has your company experienced in the past three years? N/A
- How many Regulatory Violations has your company had in the last 3 years? N/A

**Part 2: SAFETY PROGRAM SECTION - To Be Completed By Contractor**

All Written Safety Programs & Training Documentation must be available to OCWD upon request	YES	NO
Does your company maintain a written Injury Illness Prevention Program (IIPP) in accordance with GISO, Title 8, Section §3203 and §1509 and Labor Code (LC §6401.7)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does your company provide toolbox training and maintain documentation for IIPP employee training [§3203 and §1509(b)]?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does your company maintain and post "Code of Safe Practices" documentation [Title 8, §1509(b)] ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does your company maintain disciplinary documentation for unsafe behavior of employees or subcontractors (if applicable) [Title 8, §3203 and §1509] ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does your company maintain inspection records and written evidence that safety and health concerns have been reviewed and corrective actions taken [§3203, LC§6401.7(b) and (D)]?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does your company maintain a documented Hazard Communication Program that complies with GHS Labeling and Safety Data Sheets (SDS) [8 CCR §5194]?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are procedures in place for communicating critical high-risk job activities, including a written safety plan or Job Safety Analysis (JSA), to ensure they are reviewed with all employees and subcontractors [LC 6401.7(a)(5)]?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does your company have a written accident investigation program that ensures all accidents and incidents, including those involving subcontractors, are thoroughly investigated and corrective actions are implemented [§3203(a)(5) and (b) and §1509]?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does your company have a written Emergency Action Plan that is effectively communicated to employees and subcontractors, covering emergencies such as medical incidents, fires, and chemical spills [8 CCR §3220]?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are the aforementioned written programs, including training documentation and records of safety meetings, properly maintained on file and available upon request [LC §6401.7, §336.10, and 8CCR §1509(e)]?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, where are the documentations maintained? _____		

**APPENDIX B: CONTINUED**

**Part 2 – PROJECT SPECIFIC SAFETY PROGRAM SECTION - To Be Completed By Contractor**  
(Please review each section below, check all that apply to the project, and provide the corresponding documentation details.)

Our company has a written Confined Space Program that includes pre-entry monitoring, pre-entry permit, and employee training [T8 CCR §5157]  
Where is the documentation maintained? \_\_\_\_\_

Our company has a written Electrical Safety Program that complies with the required regulations that includes employee training [T8 CCR §2700 - §2989 and T8 CCR §2299 - §2599 and NFPA 70E]  
Where is the documentation maintained? \_\_\_\_\_

Our company has a written Fall Prevention Program that includes Personal Fall Arrest Systems, Personal Fall Restraint Systems, Positioning Devices and employee training [T8 CCR §1670]  
Where is the documentation maintained? \_\_\_\_\_

Our company has a written Trenching & Excavation Program that includes employee training [T8 CCR §1541.1]  
Where is the documentation maintained? \_\_\_\_\_

Our company has a written Lockout/Tagout Program that includes employee training [T8 CCR §3314(j)]  
Where is the documentation maintained? \_\_\_\_\_

Our company has a Hot Work Program that includes employee training [T8 CCR §4848]  
Where is the documentation maintained? \_\_\_\_\_

Our company has a Traffic Control Program that includes employee training [T8 CCR, Construction Safety Orders, Article 11, 1597 - 1599]  
Where is the documentation maintained? \_\_\_\_\_

Our company has a documented Heat Illness Prevention Program for Outdoor Worksites, which includes comprehensive employee training. All contractors are expected to protect the workers by implanting measures to prevent heat illness **AND** to adjust their work practices to mitigate fire risks. During a “Red Flag Warning,” extra precautions must be taken to prevent potential fire hazards [T8 CCR §3395]  
Where is the documentation maintained? \_\_\_\_\_

Other applicable programs (please list): \_\_\_\_\_

*Contractors shall ensure that all employees under their supervision, including subcontractors, receive comprehensive training in the safe work practices required to perform their jobs safely. Additionally, contractors are responsible for effectively communicating the Job Safety Plan to all employees and subcontractors, ensuring full understanding and compliance with safety protocols.*

COMMENTS: \_\_\_\_\_

Jeremy J. Jones, DWS Project Manager

Name of Contractor Representative (please print)



Contractor Representative's Signature

09/19/2025

Date Signed:

*A bidder's failure to respond affirmatively to the questions listed in the "Part 2 - Safety Program Section" of Appendix B including the sections applicable to the work shall be grounds for the District to reject the bid as non-responsive.*

**APPENDIX B: CONTINUED**

**CONTRACTOR’S ENVIRONMENTAL HEALTH & SAFETY (EHS) AGREEMENT**

I have read the information stated in the OCWD’s *Contractor Environmental Health & Safety (EHS) Handbook*. I understand that the information provided covers brief highlights of the OCWD’s safety programs. It is my responsibility to review the updated programs and communicate the safety information & requirements to my employees.

I understand that the Contractor’s Environmental Health & Safety Handbook is not intended to replace Federal, State or Local regulations regarding Contractor performance. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Contractor and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor (including contractor employees and subcontractors) shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify OCWD, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree.

Contractor Company Calgon Carbon Corporation

Contractor Name & Title  
(Please Print): Jeremy J. Jones, DWS Project Manager

Contractor Signature:  \_\_\_\_\_

Date: 09/19/2025



February 24, 2025

Calgon Carbon Corporation  
3000 GSK Drive  
Moon Township, PA 15018

Re: Experience Rating Modifier  
Risk ID: **910047213**

To Whom It May Concern:

This is to confirm the National Council on Compensation Insurance (NCCI) has approved the following experience modification factors for the above referenced company.

2017 – Rating Effective 06/01/2017	Mod Factor: 0.64
2018 – Rating Effective 06/01/2018	Mod Factor: 0.56
2019 – Rating Effective 06/01/2019	Mod Factor: 0.58
2020 – Rating Effective 06/01/2020	Mod Factor: 0.56
2021 – Rating Effective 06/01/2021	Mod Factor: 0.55
2022 – Rating Effective 06/01/2022	Mod Factor: 0.55
2023 – Rating Effective 06/01/2023	Mod Factor: 0.79
2024 – Rating Effective 06/01/2024	Mod Factor: 0.62
2025 – Rating Effective 06/01/2025	Mod Factor: 1.00

Please let us know if we can assist further.

Regards,

**William Glass**  
Lockton Companies  
wglass@lockton.com  
314-983-4343

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

Year 2024



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>6</u>	<u>0</u>	<u>2</u>
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>727</u>	<u>75</u>
(K)	(L)

### Injury and Illness Types

Total number of... (M)	
(1) Injury	<u>8</u>
(2) Skin Disorder	<u>0</u>
(3) Respiratory Condition	<u>0</u>
(4) Poisoning	<u>0</u>
(5) Hearing Loss	<u>0</u>
(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name Calgon Carbon Corporation

Street 3000 GSK Drive

City Pittsburgh State Pa. Zip 151108

Industry description (e.g., Manufacture of motor truck trailers)  
Manufacture of Activated Carbon

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
2 8 1 9

OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
3 2 5 9 9 8

### Employment information

Annual average number of employees 894

Total hours worked by all employees last year 1,755,400

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Mark Collette  
Company executive

Executive Director EHS  
Title

412-286-5823  
Phone

1/17/2025  
Date

# OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2024  
  
**U.S. Department of Labor**  
 Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name Calgon Carbon Corporation  
 City Pittsburgh State Pa.

Identify the person		Describe the case				Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Check the "injury" column or choose one type of illness:					
								Job transfer or restriction	Other recordable cases			Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
CCC-01	NIP-01	Tank Farm Opr	2/18/2024	Tank Farm Pad	Fracture of left wrist		X			82		x					
CCC-02	BSP-01	Floater	03/04/24	BDE Coal Chute	Left elbow strain and fracture hit elbow on metal lifting lug		X			180		X					
CCC-03	BSP-02	Floater	03/13/24	B Line Bkr. Scrubber Room	Dislocated left shoulder closing water valve		X			180		X					
CCC-04	F/S-01	F/S Tech	3/20/2024	Customer site	Right shoulder torn labrum and rotator cuff		X			102	35	X					
CCC-05	F/S-02	F/S Tech	6/7/2024	Customer site	Broken Right foot		X			168	40	X					
CCC-06	Bloomfield-01	Welder	8/26/24	Final Assembly	1" cut on left middle finger requiring 3 stitches				X			X					
CCC-07	Bloomfield-02	Welder	10/30/24	Pipe Assembly	1.5" cut on left knee requiring 5 stitches				X			X					
CCC-08	Bloomfield-03	Welder	12/16/24	Final Assembly	Fracture of left wrist & forearm		X			15		X					
<b>Page totals</b>						<b>0</b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>727</b>	<b>75</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury (1)  
 Skin Disorder (2)  
 Respiratory Condition (3)  
 Poisoning (4)  
 Hearing Loss (5)  
 All other illnesses (6)

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<b>0</b>	<b>4</b>	<b>3</b>	<b>1</b>
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<b>196</b>	<b>140</b>
(K)	(L)

### Injury and Illness Types

Total number of... (M)	
(1) Injury	<b>8</b>
(2) Skin Disorder	<b>0</b>
(3) Respiratory Condition	<b>0</b>
(4) Poisoning	<b>0</b>
(5) Hearing Loss	<b>0</b>
(6) All Other Illnesses	<b>0</b>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment information**

Your establishment name Calgon Carbon Corporation

Street 3000 GSK Drive

City Moon Township State Pa. Zip 15108

Industry description (e.g., Manufacture of motor truck trailers)  
Manufacture of Activated Carbon


Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
2 8 1 9

OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
3 2 5 9 9 8

**Employment information**

Annual average number of employees 830

Total hours worked by all employees last year 1,635,000

Sign here 

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Marvin Church Executive Director EHS  
Company executive Title

412-787-6724 1/30/2024  
Phone Date

### TOTAL RECORDABLE INCIDENT RATE

TRIR  
8 x 200,000 / 1,635,000  
1,600,000 / 1,635,000  
0.978  
**0.98**

### DAYS AWAY, RESTRICTED OR TRANSFERRED RATE

DART  
3 x 200,000 / 1,635,000  
600,000 / 1,635,000  
0.366  
**0.37**

### LOST WORKDAY INCIDENT RATE

LWDI  
4 x 200,000 / 1,635,000  
800,000 / 1,635,000  
0.489  
**0.49**

# OSHA's Form 300 (Rev. 01/2004)

## Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Calgon Carbon Corporation  
 City Moon Township State Pa.

Identify the person				Describe the case		Classify the case				Enter the number of days the injured or ill worker was:							
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M)					
								Job transfer or restriction	Other recordable cases			Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
FS-01		FS Technician	1/9/2023	Customer Site in hose trailer	Strained left knee when stepped between two hoses and fell			X		0	6	X					
FS-02		FS Technician	1/12/2023	Customer site	Strained right shoulder lifting 22 ft extension ladder			X		0	6	X					
Col-01		Production Tech.	3/6/2023	Bld. 20	Smashed left hand and lacerated left index & ring finger with dome lid from tank truck receiving seven stitches.		X			13	0	X					
NIP-01		React Operator	5/12/2023	Beano Machine	Strain left shoulder shoveling		X			12	0	X					
BSP-01		Mechanic	6/14/2023	E Line Press Room	Smashed right hand middle and ring finger while grabbing drive belt while checking tension requiring surgical removal of 1/2 of ring finger.		X			76	124	X					
BSP-02		Pressroom Opr.	8/8/2023	B Pressroom	Cut tip of the left middle finger near bottom of finger nail on moving briquette screw.		X			95		X					
BSP-03		E&I Technician	12/5/2023	Acid Wash	Cut tip of finger with utility knife received one suture				X	0	0	X					
NTP-01		Production Tech.	12/27/2023	Production area	Strained right knee climbing fixed ladder			X		0	4	X					
<b>Page totals</b>						<b>0</b>	<b>4</b>	<b>3</b>	<b>1</b>	<b>196</b>	<b>140</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

Year 2022



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>2</u>	<u>0</u>	<u>2</u>
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>185</u>	<u>0</u>
(K)	(L)

### Injury and Illness Types

Total number of... (M)			
(1) Injury	<u>4</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name Calgon Carbon Corporation

Street 3000 GSK Drive

City Moon Township State Pa. Zip 15108

Industry description (e.g., Manufacture of motor truck trailers)  
Manufacture activated carbon

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
2 8 1 9

OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
3 2 5 9 9 8

### Employment information

Annual average number of employees 755

Total hours worked by all employees last year 1,497,210

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Marvin Church  
Company executive

Executive Director EHS  
Title

412-787-6724  
Phone

1/30/2023  
Date

**T.R.I.R**  
**Total Recordable Incident Rate**  
4 x 200,000 / 1,497,210  
0.534  
**0.53**

**D.A.R.T**  
**Days Away, Restricted, Transferred**  
2 x 200,000 / 1,497,210  
0.267  
**0.27**





# OSHA's Form 300 (Rev. 01/2004)

## Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2021



**U.S. Department of Labor**  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Calgon Carbon Corporation

City Moon Township State Pennsylvania

Identify the person				Describe the case		Classify the case				Enter the number of days the injured or ill worker was:							
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	Job transfer or restriction (I)	Other recordable cases (J)	(K)	(L)	(M)	(2)	(3)	(4)	(5)	(6)
CC-1	EA-1	Blaster	4/19	Paint Shop	Middle Finger Fracture			X		0	15	X					
CC-2	EA-2	Welder	5/19	Hydro Area	Lower Lumbar Strain			X		0	7	X					
CC-3	NTP-1	Prod. Tech	6/26	Production Floor	Sprained lumbar and pelvis		X			7		X					
CC-4	PRP-1	EHS Staff	7/17	Construction area	Meniscus tear walking through mud contractor area			X		0	60	X					
CC-5	FS-1	FS Rep.	7/30/2021	Customer Site	FS Rep. injured left knee while kneeling on steel grating inside water gravity filter for 4.5 hours			X			33	X					
CC-6	COL-1	Lab Tech	8/10	Front Lab	Glass Column broke cut and stitches on right hand				X	0	0	X					
CC-7	PRP-2		8/13	Warehouse	Laceration to little finger on right hand when hand hit screw housing			X			47	X					
CC-8	BSP-1	Floater	10/01/2021	D Pressroom	2450 lb. suspended supersack of magnesium oxide fell on employees left arm breaking two bones when employee reached under sack to open.		X			92		X					
CC-9	GB-1	Field Technician	10/29/21	Sack Staging Area	Roll of sack covers stuck and bruised employees right shoulder		X			45		X					
CC-10	EA-3	Blaster	11/17	Blast Booth	Brush Burn To Leg		X			20		X					
<b>Page totals</b>						<b>0</b>	<b>4</b>	<b>5</b>	<b>1</b>	<b>164</b>	<b>162</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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Page 1 of 1

Injury (1)  
Skin Disorder (2)  
Respiratory Condition (3)  
Poisoning (4)  
Hearing Loss (5)  
All other illnesses (6)

TOTAL RECORDABLE INDEX RATE

TRIR

10 x 200,000 \ 1,511,700  
2,000,000  
1.3230138  
**1.3**

DAYS AWAY, RESTRICTED, TRANSFERED

DART

9 x 2000,000 \ 1,511,700  
1,800,000  
1.1907124  
**1.1**

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

Year 2020



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	2	3
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
113	26
(K)	(L)

### Injury and Illness Types

Total number of... (M)			
(1) Injury	7	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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#### OSHA RECORDABLE INDEX (ORI)

7 X 2,000,000 / 1,517,500 1,400,000  
0.92257  
**0.9**

#### DAY'S AWAY, RESTRICTED, TRANSFER (DART)

4 X 2,000,00 / 1,517,500 800,000  
0.5271828  
**0.5**

### Establishment information

Your establishment name Calgon Carbon Corporation

Street 3000 GSK Drive

City Moon Township State Pa. Zip 15108

Industry description (e.g., Manufacture of motor truck trailers)  
Manufacturing of activated carbon

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
2 8 1 9  
3 2 5 9 9 8

OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
3 2 5 9 9 8

### Employment information

Annual average number of employees 810

Total hours worked by all employees last year 1,517,500

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Marvin Church  
Company executive

Global EHS Director  
Title

412-87-6724  
Phone

1/13/2021  
Date

# OSHA's Form 300 (Rev. 01/2004)

## Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Calgon Carbon Corporation

City Moon Township State Pa.

Identify the person				Describe the case		Classify the case				Check the "injury" column or choose one type of illness:							
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		(M)					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	Job transfer or restriction (I)	Other recordable cases (J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
CCC-01	EA-01	Welder	1/3/2020	Vessel Welding	Lower Back Strain			X			19	X					
CCC-02	COL-01	Lab. Tech	1/23/2020	Laboratory	First degree burn and small second degree on left palm of hand touching hot glass tube				X	0	0	X					
CCC-03	EA-02	Welder	3/13/2020	Vessel Welding	Chest Bruising				X			X					
CCC-04	GB-01	Field Technician	5/11/2020	Packaging Tower	Slipped on ladder rung and strained back.		X			106		X					
CCC-05	NIP-01	Operator	09/05/2020	Filter Press Room	Right shoulder strain and cervical spine strain			X			7	X					
CCC-06	BSP-01	Mechanic	11/02/2020	#12 Substation	Employee walked into cross bar #12 substation when sun reduced visibility. Safety glasses hit bar and caused a small cut on cheek under right eye				X	0	0	X					
CCC-07	NIP-02	Lab Technician	11/18/2020	Quality Assurance Lab	Left knee sprain and a tiny avulsion fracture of the right talus/ankle		X			7		X					
<b>Page totals</b>						0	2	2	3	113	26	7	0	0	0	0	0

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OSHA INSPECTION #1576612.015

<b>DATE OF INCIDENT:</b>	1/26/2022	<b>INITIAL PENALTY:</b>	\$ 16,500
<b>INSPECTION TYPE:</b>	Other	<b>CURRENT PENALTY:</b>	\$ 16,500
<b>VIOLATION TYPE:</b>	<b>Serious</b>	<b>CASE STATUS:</b>	<b>CLOSED</b>

**LOCATION**

Calgon Carbon –Santa Fe Springs Warehouse  
 12832 Imperial Highway  
 Santa Fe Springs, CA 90670

**SUMMARY**

A contracted temporary warehouse worker was performing clean-up duties of sweeping and cleaning in the carbon supersack containment area. In this area, there were two (2) 2,000 lb. supersacks stacked on top of one another, and the bottom supersack had a tear and was leaking carbon. The worker attempted to repair the tear using tape. The damaged supersack had leaked enough carbon causing the top supersack to shift and fell on the worker.

The worker sustained a broken back and leg. This incident was immediately reported to Cal/OSHA. This incident, including findings were not a result of, or affiliated with Calgon Carbon’s Field Service personnel.

**FINDINGS**

Calgon Carbon received one (1) Serious citation and three (3) classified as Other:

- §3241(c) – Live Loads. Material, whenever stored, shall not create a hazard.
- §342(a) (18B-CA) - Work-connected fatality and/or injury reporting.
- §3203(a) (18B-CA) – General Industry Injury and Illness Prevention Program, identifying the person(s) with authority and responsibility for implementing the program.
- §3203(b)(1) – General Industry, Injury and Illness Prevention Program.

**Violation Items**

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001	Other	342(A)	07/26/2022	08/29/2022	\$5,000	\$5,000	\$0		Z - Issued
2.	01002	Other	3203(B)(1)	07/26/2022	08/29/2022	\$175	\$175	\$0		Z - Issued
3.	01003	Other	3203(A)	07/26/2022	08/29/2022	\$525	\$525	\$0		Z - Issued
4.	02001	Serious	3241(C)	07/26/2022		\$10,800	\$10,800	\$0		Z - Issued



## IMMEDIATE CORRECTIVE ACTIONS

All warehouse operations were halted to ensure no risk was still present to any employee. The area was blocked off with caution tape and hazard cones. Trained warehouse employees performed a walk-through audit of the facility to identify any unstable or damaged supersacks.

## ADDITIONAL CORRECTIVE ACTIONS

- Management held a Safety Stand Down meeting to discuss the accident, communicate preventative actions, correct procedure for supersack materials handling, storage, and proper repair. At no time shall an employee attempt to repair a supersack if another supersack is stacked on top of it.
- Revision to section 3.1.5 of the Supersack Material Handling & Storage Procedure and communicated to employees.
- Forklift certification is now mandatory for all temporary warehouse workers.


If additional information related to this OSHA Citation, please contact:

**Virginia A. Bragg-Stumbo**  
Corporate Manager of Health & Safety  
eMail: [Virginia.Stumbo@calgoncarbon.com](mailto:Virginia.Stumbo@calgoncarbon.com)  
Cell : 606.923.2745

## CLOSING

This case was closed by OSHA on 9/26/2022 with no further actions.

CALGON CARBON CORPORATION

  
Krista L. Jackson, SAC | Field Services  
Sr. DOT & Safety Compliance Coordinator  
Ph.: 412.721.8562  
Fx.: 412.787.4666  
eMail: [Krista.Jackson@kuraray.com](mailto:Krista.Jackson@kuraray.com)

Cc: V. Stumbo – Corporate Health & Safety Manager

**APPENDIX C: POST AWARD ORIENTATION**

<b>PART 1: Contractor Project Review</b>	
<b>OCWD Attendees:</b>	
Date:	
<b>Contractor Name:</b>	Cell #:
<b>Duration of Project:</b>	
<b>Project Name:</b>	Start Date:
<b>Contractor Representative:</b>	<input type="checkbox"/> Cell #:
<b>Method(s) of Communication:</b> <input type="checkbox"/> Remote <input type="checkbox"/> On-Site Office	<input type="checkbox"/> Cell #:
<b>Contractor's Supervisor/Lead:</b>	<input type="checkbox"/> Cell #:
<b>OCWD Project Manager:</b>	
<b>Instructions:</b> Select "Yes" if the requirements apply and have been reviewed and discussed in detail. Select "No" if they are not relevant to the work area or scope of the project/service. Orientation must be completed before work commences.	
1	Building Access? <input type="checkbox"/> Yes <input type="checkbox"/> No # of badges & access area:
2	<input type="checkbox"/> Emergency Procedure, x3300 and Assembly areas
3	<input type="checkbox"/> Chemicals and SDS for hazardous material
4	<input type="checkbox"/> Spill/Leak reporting procedure
5	<input type="checkbox"/> Hazardous waste generated/Removed
6	<input type="checkbox"/> Live Electrical work (system/equipment)
7	<input type="checkbox"/> Welding/Cutting/Open flames? (Review Hot Work/Permit Procedure)
8	<input type="checkbox"/> Noise generated (louder than 85 dB)
9	<input type="checkbox"/> Personal protective equipment for project
10	<input type="checkbox"/> Work in confined space(s) (Program review required)
11	<input type="checkbox"/> Lockout/Tagout? (Program review required)
12	<input type="checkbox"/> Demolition Activities/Dust generated
13	<input type="checkbox"/> Powered Industrial Vehicles (forklift, heavy equipment)
14	<input type="checkbox"/> Cranes/Hoisting/Rigging
15	<input type="checkbox"/> Trenching/ Excavation (over 5 feet)
16	<input type="checkbox"/> Ladder(s)/Platform(s)/Staging/Lift(s)/Fall Protection to be used
17	<input type="checkbox"/> Roof access/work
18	<input type="checkbox"/> Equipment and Tools needed for the project:
19	<input type="checkbox"/> Public Roadway/Traffic Control
20	<input type="checkbox"/> Work effecting fire detection/suppression equipment/FM-200 (Alarms/Sprinklers/Fire Pump/IS)
21	<input type="checkbox"/> Interruption of emergency equipment use/accessibility (Eye wash/shower; exhaust ventilation; phone service; evacuation/egress routes)
22	<input type="checkbox"/> Sensitive area(s) affected (i.e., computer room)
23	<input type="checkbox"/> Heat Illness Prevention and "Red Flag Warnings"
24	<input type="checkbox"/> Other:



**APPENDIX D: NOTICE TO CORRECT**

Your attention is directed to the issue concerning the site described below, and you are responsible for adhering to procedures in compliance with all applicable Federal, State, and Local laws, ordinances, regulations, and Construction Safety Orders.

<b>Project Title:</b>	<b>Location:</b>
<b>Contractor Firm Name:</b>	<b>Observation Date:</b>
<b>Contractor Representative/Contact Person:</b>	<b>Issued by:</b> _____ <b>Date:</b> _____ <b>Time:</b> _____

***NOTE: All work presenting a serious or imminent hazard must be halted immediately and corrected before resuming the associated activity.***

**Description of Issue:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Actions Taken:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 (Contractor Representative Name)

\_\_\_\_\_  
 (Contract Representative Signature)

\_\_\_\_\_  
 (Date)

*“NOTICE TO CORRECT” form can be completed by the Project Manager, Risk & Safety, or any other applicable OCWD staff. Forward copy to the Risk & Safety Department.*

**CONTRACTOR SAFETY OBSERVATION**

Contractor Name: \_\_\_\_\_ Company: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Worksite Safety Observation Conducted by Contractor or Project Manager	Y	N/A
<b>Eye protection</b> worn when working with power tools and when possible, contact with flying particles, hazardous substances, projections or injurious light rays.		
<b>Hard Hats</b> worn in construction areas and where there is a potential for falling objects.		
<b>Proper Attire</b> worn (e.g. long pants and safety shoes) required in construction areas.		
<b>Hearing Protection</b> worn when noise exposure reaches 85 dBA or above.		
<b>Emergency Equipment &amp; Exits</b> are not blocked and easily accessible in case of an emergency.		
<b>Aisles and Floors</b> are kept free of obstruction that can cause slip, trip, & falls (e.g. cords, tools, Tools are put away and stored properly after usage.		
<b>Safety Data Sheets</b> provided for hazardous chemicals brought onsite.		
<b>Hazardous Materials</b> are clearly labeled in compliance with Hazard Communications & GHS		
<b>Safety Signs and Barriers</b> used as required.		
<b>Protection of OCWD Property &amp; Equipment</b> during work (e.g. computers covered properly).		
<b>Proper housekeeping</b> maintained; area cleaned up at end of shift.		
<b>Required Permits</b> available (i.e. Hot Works, Confined Space).		
<b>No live Electrical Work</b> without I&E Manager approval.		
<b>Lockout/Tagout</b> specific procedure available and followed.		
<b>Confined space</b> permit and monitoring completed prior to entry into confined space.		
<b>Asbestos</b> containing materials are not brought onsite.		
Contractor employees have been briefed on the OCWD’s emergency procedures and notification protocols. Workers calling 911 must also call OCWD’s emergency number: (714) 378-3300.		
<b>Evacuation is required</b> when the fire alarm is activated. Roll call taken at the assembly area.		
Immediate Notification to OCWD project manager if FM-200 alarm is activated.		
Use of <b>Portable Gasoline-Powered Equipment</b> within and on the roofs of OCWD buildings is strictly prohibited.		
<b>Gas cylinders</b> used, transported, & stored properly (on carts & properly strapped).		
<b>Self-Closing Safety Cans</b> with flame arrestors used for 5 gallons or more of <b>Flammable liquids</b> .		
<b>Working at Heights</b> (unprotected/unguarded above 48 inches) appropriate fall protection/guarding required to protect against falls.		
Ladders inspected & used properly. <b>NO Standing or working on the top cap or the step below the top cap of a stepladder.</b>		
<b>Excavation/Trenching</b> permit for excavation 5 feet or deeper.		
<b>Powered Industrial Vehicle’s</b> pre-use inspection must be completed and available upon request.		
<b>Crane</b> operators trained/certified as required.		
<b>Traffic Control</b> work comply with Cal/OSHA and Cal Trans requirements. This includes proper work zone set up and high visibility safety apparel for workers.		
<b>Other:</b>		

**Request for Contractor Safety Variance**

1. Contractor safety variance is requested for:

Contractor Name:	
Address;	
City, State, Zip	
Phone:	
Fax:	
E-mail:	
Contact Name:	

2. Why is this variance being requested? What criteria did the contractor not meet?

3. What specialized service or expertise does this contractor have?

4. Were other “qualified” contractors available?  
If yes, why were they not selected? If there were no “qualified” contractors, why?

5. What measures will the contractor implement to ensure that the District's safety expectations are met without incurring additional costs? **(Contractor commitment letter attached)**

Reviewed By:

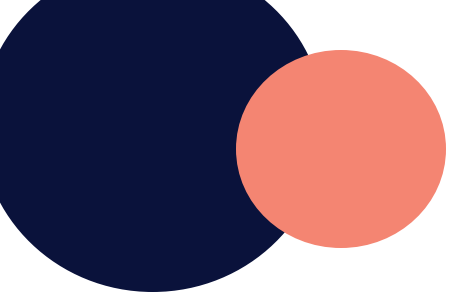
Date

1 Project Manager/Engineer: \_\_\_\_\_

2 Risk & Safety Manager: \_\_\_\_\_

3 Reviewed & Approved By G.M.: \_\_\_\_\_

General Manager



# SUBMITTAL

4

## Safety Manual



SINCE 1933



# Contractor Environmental Health & Safety (EHS) Handbook

Orange County Water District  
18700 Ward Street  
Fountain Valley, CA 92708

**ATTENTION: Orange County Water District (OCWD) Contractors**

This handbook is designed to help you understand and comply with OCWD's Contractor Safety requirements.

This handbook is not intended to replace Federal, State or Local regulations regarding Contractor performance. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Contractor and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall protect and indemnify OCWD, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree.

Your full support and cooperation are required to comply with all the regulations including those contained in this handbook. References to "contractor" shall also include subcontractors, vendors, consultants and the like. OCWD reserves the right to change or waive the policies and provisions herein contained, at any time at its discretion.

Questions regarding OCWD Contractor Safety Program should be directed to your project manager.

Thank You For Your Cooperation.

OCWD Management

**This handbook is not intended to replace Federal, State or Local regulations regarding Contractor performance**

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XXI.	CONTRACTOR’S ENVIRONMENTAL HEALTH & SAFETY (EHS) AGREEMENT	

## I. CONTRACTOR SAFETY REVIEW

Prior to initiating any contract work at any OCWD facility, contractors must:

- Agree to follow the requirements set forth herein and all additional applicable Federal, State and local safety and environmental rules, regulations, ordinances and the like.
- Complete a Safety Review Process (to include pre-work orientation). OCWD Project Manager and Risk & Safety will evaluate the information and forms for approval to perform work at OCWD.

## II. SECURITY

**Trespassing:** Contractors, sub-contractors and their employees must confine themselves to the immediate site of their work, except when traveling between site and entrance or other places where they may have proper business.

**Parking / Motor Vehicles / Deliveries:** Contractor employees are permitted to park only in designated areas. The on-site speed limit is 15 miles per hour. All traffic signs must be obeyed. Pedestrians have the right-of-way. Contractors must arrange with the OCWD representative for the on-site delivery of materials, equipment and tools required for work performance. Contractors must obtain permission from the OCWD representative prior to using loading docks and platforms.

**Alcoholic Beverages / Illegal Drugs:** Alcoholic beverages and illegal or controlled drug substances are strictly prohibited on all OCWD premises.

**Firearms / Explosives:** Firearms and ammunition are not permitted on OCWD property. Explosive power tools are permitted with prior written approval from OCWD Project Manager. Only employees who have been trained in the operation of the particular tool in use shall be allowed to operate a powder-actuated tool.

**Emergency Alarms and Evacuation Routes:** Contractors need to review the site evacuation map with the project manager and communicate the information to their staff.

**Contractors Equipment:** Contractors will supply all equipment, which will be maintained in good operating condition, for work required by the project. A contractor is not permitted to use forklift equipment, ladders, tools, etc. owned by OCWD.

### **III. EMERGENCY PROCEDURE**



Emergencies that require a 911 call must be followed by a call to our internal emergency line for notification and building/area access for emergency personnel. OCWD's internal emergency line is extension 3300 from an OCWD internal phone or 714-378-3300 from a cell phone.

When the fire alarm sounds leave the building by the nearest safe exit and go to the designated assembly area to report your presence so you can be accounted for. Do not re-enter the building until the "All Clear" has been given by emergency personnel.

### **IV. GENERAL DRESS AND CONDUCT**

Contractor personnel will wear suitable clothing consistent with facility requirements. Shorts, tank tops, sandals and open toed shoes are not permitted.

Contractor personnel will behave in a mature and professional manner. Horseplay, foul language, fighting, or harassment of any kind will not be tolerated.

### **V. FOOD, BEVERAGES AND DRINKING WATER**

Not all water systems at OCWD facilities are potable or suitable for drinking. Contractor personnel shall not drink from any non-potable sources. Water obtained from drinking fountains, bottled water sources and fresh water dispensing units are acceptable.

Contractor shall provide its own water to employees as required by the Heat Illness Prevention Program.

Eating is permitted in vending areas, lunchrooms and designated areas. Food and drinks are not allowed in laboratory areas at any time.

## VI. SMOKING



Smoking (including cigarettes, pipes, cigars, electronic cigarettes, vaporizers, and vape pens) is not permitted in any buildings, facilities, vehicles, or any other indoor work area, under any circumstances. Smoking shall also be prohibited within 20 feet of entryways and windows of buildings and facilities leased or owned by the District as well as within 50 feet of all confined spaces (i.e. sewers, manholes, sewer lift stations, vaults, reservoirs, etc.) *Cal/OSHA, §5148. Prohibition of Smoking in the Workplace.*

## VII. HOUSEKEEPING

Contract personnel must maintain proper housekeeping practices while onsite. At the end of each day, contractors must remove all rubbish, equipment, tools and machinery and leave the area clean. OCWD will provide a designated location to set up trailers, craft equipment and materials. These areas must be kept clean and orderly. All materials and equipment, including tools and tool boxes, are to be stored within the areas designated by OCWD representatives.

Refuse burning, and/or open fires are prohibited.

Do not mix contractor generated waste with OCWD facility waste.

Contractors are required to cover and/or use plastic barriers, e.g., Visqueen, as appropriate, to protect sensitive computer, laboratory, and other equipment, furniture, flooring, and office areas where dust, dirt, debris, etc. can be generated from work activities involving ceiling tiles, drywall, flooring, saw cutting, jack-hammering and the like.

When generating dust indoors, (e.g. jackhammering, abrasive blasting, etc.) contractors must provide air filtration system or similar ventilation system to pull dust away from workers and occupied areas (similar to asbestos negative pressure ventilation).



## **VIII. UTILITIES AND SERVICES**

Contractors must never dispose of paints, acids, caustics, cleaning agents, grease, or any other hazardous material down sinks, floor drains or storm drains.

All spills must be reported to the Risk & Safety Department immediately.

Contractors are not permitted to make connections to site electric, water, wastewater, steam, compressed air or other plant utilities without approval from the OCWD Project Manager.

No water may be used from any fire hydrants, fire standpipes or risers, or hose stations for any purpose other than to fight a fire.

New or modified electrical / plumbing and utility circuits must be identified and tagged. Prints are to be updated as any changes occur.

Electrical power, steam, water (hot, cold, chilled, etc.), natural gas, vacuum, etc. shall not be shut off to any equipment, machinery or other services without approval from the Project Manager.

## **IX. RISK & SAFETY INSTRUCTIONS**

OCWD has developed safety procedures to protect our employees, visitors, contractors, community, facilities and the environment. Upon request, Contractors can be provided with in-house safety procedures applicable to their work. For further clarification on any of these rules or if requirements are not fully understood, contractors must contact the OCWD Project Manager or Risk & Safety Department.

OCWD site will be considered multi-employer site per Cal OSHA §336.10 and all contractors and subcontractors will be held accountable for safety of their own employees as well as OCWD employees. No shortcuts will be tolerated and we expect full cooperation from our contractors when it comes to safety compliance.

Safety policies and procedures must be followed at all times without exception. Safety concerns shall be reported directly to the OCWD Project Manager who must consult the Risk & Safety Department to resolve potential hazards or outstanding safety concerns and issues.

All work related injuries, illnesses, accidents and/or incidents must be reported to the OCWD Project Manager and to the Risk & Safety Department immediately.

## **X. SAFETY EQUIPMENT**

Contractor's employees should use eyewash and safety showers in applicable emergency situations.

Obey all OCWD safety signs and hazard warnings including the use of safety

glasses/goggles in designated areas. Signs are posted for everyone's safety.

The use of appropriate signs (i.e., danger, wet floor, etc.) is mandatory where hazards exist to communicate and prevent accidents & injuries.

All overhead work must be roped off. Planking and scaffolds must be secured safely.

All open ditches, trenches, excavations, potholes and the like must be marked by barriers and signs.

Contractors must not remove any safety equipment (fire exit signs, fire extinguishers, safety mirrors, railings, chains, etc.) without prior approval from the Risk & Safety Department.

All ladders must meet the applicable regulatory requirements. Metal ladders are not to be use for electrical work or stored near electrical panels. It is prohibited for anyone to stand on the top two steps of any ladder.

## **XI. CUTTING, WELDING AND HOT WORK**



A hot work permit must be obtained and signed daily from the Maintenance Department (or Control Room supervisor for after-hour/weekend work) for burning, welding, cutting, brazing, soldering and other work involving open flame or an electric arc per OCWD Fire Prevention Plan.

The permitted Hot Work area must be prepared and checked by the contractor prior to any welding and/or burning being performed. Inspection of the area should at a minimum include removing all combustible material from the area.

Proper safety equipment must be worn in the Hot Work process.

Fire watch must be performed by the contractor after the Hot Work and inspected by OCWD Maintenance Department or OCWD Inspector. Hot Work Permits must be returned to the Maintenance Department for fire watch signoff.

Hot Work Permits must be returned to the Maintenance Manager or designee for fire watch signoff and final checkup.

A Class ABC fire extinguisher **MUST** be nearby when there is Hot Work being performed.

*Cal/OSHA, § 4848. Fire Prevention in Welding and Cutting*

*Cal/OSHA § 6777. Hot Work Permits*

*Cal/OSHA §1537. Welding, Cutting, and Heating of Coated Metals*

*Cal/OSHA § 1536. Ventilation Requirements for Welding, Brazing, and Cutting*

## **XII. CONFINED SPACES**



Contractor personnel are not permitted to enter any confined space at OCWD until approved by the OCWD Project Manager. Contractors are required to provide a copy of the following prior to entering Confined Spaces:

- Training documentation for those entering confined spaces
- Copy of completed entry permit

The OCWD Project Manager or designee will inform the contractor about known hazards of the confined space.

Contractor is required to inform the OCWD Project Manager of any hazards confronted or created in the confined space.

Confined Space Entry PERMIT and MONITORING must be completed prior to entry.

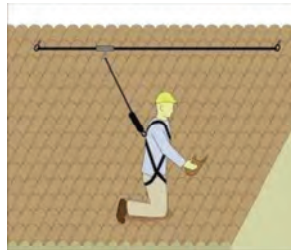
Permit-Required Confined Spaces means a confined space that has one or more of the following characteristics:

- Contains or has a potential to contain a hazardous atmosphere;
- Contains a material that has the potential for engulfing an entrant;
- Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or contains any other recognized serious safety or health hazard.

Examples of permit required confined space include but not limited to: tanks, manholes, vaults, pipes, and secondary containment pits.

*Cal/OSHA §5157. Permit-Required Confined Space.*

### **XIII. ROOF AND ELEVATED SURFACE WORK**



No access to the roof is allowed without the OCWD Project Manager or the Maintenance Manager notice. No smoking is allowed on the roof. Communication such as a two way radio or cell phone is required. Contract employees are not allowed to work near unguarded skylights without fall prevention equipment.

- *Article 16. Standard Railings (Cal/OSHA Construction Safety Orders 1620 - 1621)*
- *Article 19. Floor, Roof and Wall Openings (Cal/OSHA Construction Safety Orders 1632 - 1633)*
- *Article 21. Scaffolds - General Requirements (Cal/OSHA Construction Safety Orders 1635.1 1637)*
- *Article 22. Scaffolds - Various Types (Cal/OSHA Construction Safety Orders 1640 - 1655)*
- *Article 24. Fall Protection (Cal/OSHA Construction Safety Orders 1669 - 1672)*
- *Article 2. Standard Specifications (Cal/OSHA General Industry Safety Orders, 3209 – 3239).*

### **XIV. LOCKOUT / TAGOUT**



Contractor personnel must comply with all requirements of the OCWD Lockout / Tagout procedure when working on any system with potential energy from any source (electric, mechanical, hydraulic, steam, etc.).

OCWD designated Operations personnel, will place their lock first and will be the last person to remove their lock during a lockout process involving contractors. All contractors and personnel working on a locked out system must have their own locks. All locks must be applied for all workers and the system not restarted until the last lock is removed. It is forbidden for anyone to remove another person's lock.

*CAL/OSHA §3314. The Control of Hazardous Energy for the Cleaning, Repairing, Servicing, Setting-Up, and Adjusting Operations of Prime Movers, Machinery and Equipment, Including Lockout/Tagout.*

## XV. COMPRESSED GASES



Contractor personnel must comply with all requirements for identifying, storing and safely using cylinders of compressed gases (air, oxygen, helium, acetylene, argon, hydrogen, nitrogen, liquid nitrogen, etc.). Free standing gas cylinders (unsecured) are not allowed on site. All gas cylinders must be used, stored and secured properly (i.e. chained, strapped)

*Cal/OSHA §4650. Storage, Handling, and Use of Cylinders and Compressed Gases.*

## XVI. ASBESTOS



Contractors are prohibited from using any materials, supplies, or other objects that contain or may potentially contain asbestos or asbestos fibers.

Contractors who identify materials that are suspected of containing asbestos must immediately stop work and notify the OCWD Project Manager.

*CAL/OSHA §1529. Asbestos.*

## XVII. FIRE PROTECTION



Self-closing safety cans with flame arrestors must be used with all flammable liquid of 5 gallons or more.

Fire protection and emergency equipment (fire extinguishers, pull alarms, exits, hydrants, etc.), must not be blocked with materials and equipment.

The use of portable gasoline-powered equipment within OCWD buildings and on the roofs of OCWD buildings is prohibited.

Approval from the OCWD Risk & Safety Department is required before temporarily obstructing roadways that could block the movement of emergency equipment, plant vehicles or agency (fire trucks, ambulances, police cars, etc.)

*CAL/OSHA §3221. Fire Prevention Plan*

## XVIII. HAZARD COMMUNICATION



Contractors must provide Safety Data Sheets (SDS) of all chemicals that will be brought onsite to the Risk & Safety Department. Contractors must inform the OCWD Project Manager of any hazardous conditions which might arise in the performance of their job.

Safe chemical handling procedures must be used by contractor personnel to ensure exposure levels remain safe for all OCWD employees.

Personal Protective Equipment (PPE) specified and recommended in the SDS should be worn properly at all times the chemical(s) is in use.

*CAL/OSHA §5194. Hazard Communication*

## XIX. PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT (PPE)



Contractor personnel will use PPE required for the job (e.g. eye protection with side shields, goggles, welding helmet, hearing protection, hard hats, and safety shoes, etc.). PPE will be worn in all posted areas or whenever hazards associated with the task being performed warrant further protection. Eye protection must always be worn when using hand or power tools and when working with chemicals.

Contractors are responsible for supplying their workers with the required PPE while performing work at OCWD.

*CAL/OSHA §3380. Personal Protective Devices*

BASIC SAFETY INSPECTION	Y	N/A
<b>Eye protection</b> worn when working with power tools and when possible contact with flying particles, hazardous substances, projections or injurious light rays and in designated areas (i.e. lab).		
<b>Hard Hats</b> worn in construction areas and where there is a potential for falling objects.		
<b>Proper Attire</b> worn (e.g. long pants and sturdy shoes or safety shoes) in required areas/construction sites.		
<b>Hearing Protection</b> worn in required areas or when noise is at or above 85 dB.		
<b>Emergency Equipment &amp; Exits</b> are not blocked and easily accessible in case of an emergency.		
<b>Aisles and Floors</b> are kept free of obstruction that can cause slip, trip, & falls (e.g. cords, tools, equipment).		
<b>Tools</b> are put away and stored properly after usage.		
<b>Safety Data Sheets</b> provided for hazardous chemicals brought onsite.		
<b>Hazardous Materials</b> are clearly labeled in compliance with Hazard Communications & GHS requirements.		
<b>Safety Signs and Barriers</b> used as required.		
<b>Protection of OCWD Property &amp; Equipment</b> during work (e.g. computers covered properly).		
<b>Proper housekeeping</b> maintained; area cleaned up at end of shift.		
<b>Required Permits</b> available (i.e. Hot Works, Confined Space).		
<b>No live Electrical Work</b> without I&E Manager approval.		
<b>Lockout/Tagout</b> specific procedure available and followed.		
<b>Confined space</b> permit and monitoring completed prior to entry into confined space.		
<b>Asbestos</b> containing materials are not brought onsite.		
Contractor employees are informed on OCWD <b>emergency process &amp; notification</b> . Workers calling 911 must also call OCWD's emergency number: (714) 378-3300 to notify.		
<b>Evacuation is required</b> when the fire alarm is activated. Roll call will be conducted at the assembly area.		
Immediate Notification to OCWD project manager if FM-200 alarm is activated.		
Use of <b>Portable Gasoline-Powered Equipment</b> within and on the roofs of OCWD buildings is strictly <b>Prohibited</b> .		
<b>Gas cylinders</b> used, transported & stored properly (on carts & properly strapped to prevent tipping).		
<b>Self-Closing Safety Cans</b> with flame arrestors used for 5 gallons or more of <b>Flammable liquids</b> .		
<b>Working at Heights</b> (unprotected/unguarded above 48 inches) appropriate fall protection/guarding to protect against falls.		
Ladders inspected & used properly. <b>NO Standing or working on the top cap or the step below the top cap of a stepladder.</b>		
<b>Excavation/Trenching</b> permit for excavation 5 feet or deeper.		
<b>Powered Industrial Vehicle</b> operator's pre-use inspection completed and available upon request.		
<b>Crane</b> operators trained/certified as required.		
<b>Traffic Control</b> work comply with Cal/OSHA and Cal Trans requirements. This includes proper work zone set up and high visibility safety apparel for workers.		
<b>Other:</b>		

**NOTE:** *These are NOT intended to replace Federal, State, Local laws or Ordinances and Regulations regarding Contractor Environmental Health & Safety (EHS) performance. All work in areas where there is imminent danger to employees will cease until the dangerous condition is removed.*

## CONTRACTOR'S ENVIRONMENTAL HEALTH & SAFETY AGREEMENT

I have read the information stated in the OCWD's Contractor Environmental Health & Safety Handbook. I understand that the information provided covers brief highlights of the OCWD's safety programs. It is my responsibility to review the updated programs and communicate the safety information & requirements to my employees.

I understand that the Contractor's Environmental Health & Safety Handbook is not intended to replace Federal, State or Local regulations regarding Contractor performance. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Contractor and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor (including contractor employees and subcontractors) shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify OCWD, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree.

Contractor Company      Calgon Carbon Corporation

Contractor Name & Title  
(Please Print):      Jeremy J. Jones, DWS Project Manager

Contractor Signature:       \_\_\_\_\_

Date:      09/19/2025

*FORWARD A SIGNED COPY OF THE CONTRACTOR'S AGREEMENT PAGE TO RISK & SAFETY DEPARTMENT*



OCWD RFP-25-003 - GRANULAR ACTIVATED CARBON MEDIA PROCUREMENT, DELIVERY AND  
INSTALLATION AT THE FULLERTON MAIN PLANT

## **EXHIBIT D-2**

# **CONTRACTOR SAFETY PROGRAM**



# Policy

## Environmental, Health, Safety and Security Management System Manual

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**Number:** EHSS-02

**Department:** Environmental, Health and Safety

**Last Updated:** 05/31/2016

**Regions:** Americas

**Plants:** N/A

**Scope:** The EHSSMS Manual is applicable to Calgon Carbon's operations for all the activities, products and services in the following facilities as listed in the following document.

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**Owner:** Feliciano, Anthony, Environmental Manager

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**Review Frequency:** 1 year

**Changes From Previous Version:**

N/A

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**Table 1: Title of Policies, Procedures, and Key Records**

Sr. No.	RC 14001®:2013 Ref. Clause No.	Title Of Policy/Procedures/Key Records	Procedure No.
1.	4.1	Environmental, Health, Safety and Security Management System Manual	EHSS-02
2.	4.1, 4.3.1	Product Safety Management Procedure	EHSS-PRO-05
3.	4.1	Responsible Care® Guiding Principles	Record
4.	4.1, 4.3.1	Process Safety Procedure	EHSS-PRO-17
5.	4.1	Security Management Procedure	EHSS-PRO-18
6.	4.2	Environmental, Health, Safety and Security Policy	Record
7.	4.3.1	Aspects, Impacts, and Significance Determination Procedure	EHSS-PRO-01
8.	4.3.1	Aspect and Impact List	EHSS-PRO-01A
9.	4.3.1	Transportation Management Procedure	EHSS-PRO-36
10.	4.3.1	Management of Change Procedure	EHSS-PRO-37
11.	4.3.2	Legal and Other Requirements Procedure	EHSS-PRO-10
12.	4.3.2, 4.6	Calgon Carbon Global Safety Standards	
13.	4.3.3	Objectives, Targets, and Management Programs Procedure	EHSS-PRO-04
14.	4.4.1	Resources, Roles, Responsibility, and Authority Procedure	EHSS-PRO-14
15.	4.4.2	Training, Awareness, and Competence Procedure	EHSS-PRO-03
16.	4.4.3	Communications Procedure	EHSS-PRO-06
17.	4.4.3, 4.7	Crisis Management and Communications Plan	EHSS-06
18.	4.4.5	Document Control Procedure	EHSS-PRO-02
19.	4.4.6	Operational Control Procedure	EHSS-PRO-08
20.	4.4.7	Emergency Preparedness and Response Procedure	EHSS-PRO-09
21.	4.5.1	Monitoring and Measurement Procedure	EHSS-PRO-12
22.	4.5.2	Evaluation of Compliance Procedure	EHSS-PRO-15
23.	4.5.3	Nonconformance, Corrective Action and Preventive Action Procedure	EHSS-PRO-11

24.	4.5.4	Record Retention Policy	LGL-08
25.	4.5.5	Internal Audit Procedure	EHSS-PRO-16
26.	4.6	Management Review Procedure	EHSS-PRO-07

**Table 2: Glossary of Terms**

1.	Abnormal Conditions	Condition based on non-standard use or application, or improper performance of activities, products, or services.
2.	ACC	American Chemistry Council
3.	Activity	All actions taken by or on behalf of Calgon Carbon Corporation to carry out operations
4.	Aspect	A specific part, portion, mode, phase, or action of an activity, product, or service that has the potential to affect the environment, health, safety, or security such as but not limited to: laboratory analytical testing; material handling; equipment maintenance; chemical storage; etc.
5.	Author	Employee who generates or modifies a controlled document
6.	Calgon Carbon/CCC	Calgon Carbon Corporation
7.	CAP	Community Advisory Panel
8.	CA	Corrective Action
9.	CEO	Chief Executive Officer
10.	CFR	Code of Federal Regulations
11.	Controlled Document	Documents maintained in a system that is used to track, store, and manage documents
12.	DHS	Department of Homeland Security
13.	EHSS	Environmental Health and Safety and Security
14.	EHSSMS	Environmental, Health, Safety and Security Management System
15.	Emergency Conditions	A condition posing immediate risk to environment, health, safety, and/or security due to failure or absence of controls or unanticipated circumstances or conditions.
16.	Emergency Response Services	Entities which respond to emergencies in their designated areas, including fire departments, police departments, rescue services, ambulance services, hospitals and medical facilities, and community aid organizations.
17.	EPA	Environmental Protection Agency
18.	ERC	Environmental Reporting Calendar , or equivalent
19.	FDM	Functional Department Manager

20.	Finding	A noncompliant condition with respect to regulatory requirements
21.	GHS	Global Harmonization System
22.	High Priority	Poses a significant risk to health, safety, or the environment.
23.	HRD	Human Resources Department
24.	Impact	Any potential change, positive, or negative, to health, safety, security or the environmental, due to activities, products, or services, such as but not limited to energy reduction, waste minimization, etc.
25.	Key Characteristic	Information to monitor performance, applicable operational controls, and conformity with the organization's EHSS objectives and targets.
26.	KPI	Key Performance Indicator
27.	LEPC	Local Emergency Planning Committee
28.	LMS	Learning Management System
29.	LNAPPS or LN	Lotus Notes Applications
30.	Management Program (MP)	A structured program developed to ensure responsibilities are assigned, resources allocated, and timeframes are identified to attain EHSS objectives and targets.
31.	MR	Management Representative
32.	NC	Nonconformance
33.	Normal Conditions	Reasonably anticipated condition based on standard use, application, and performance of the activity, product, or service.
34.	OFI	Opportunity for Improvement, synonymous with PA
35.	OSHA	Occupational Safety and Health Administration
36.	OTP	Objectives, Targets, and Management Programs
37.	PA	Preventive Action, synonymous with OFI
38.	PRO	Procedures
39.	Product	Broadly defined as any material, resource or other chemical products used in activities.
40.	Profile	Categorical designation of a group of products that share similar properties and hazard classifications.

41.	PSC	Product Safety Committee
42.	QIR	Quality Improvement Request
43.	RC	Responsible Care®
44.	RCC	Responsible Care® Coordinator
45.	RCSC	Responsible Care® Steering Committee
46.	Records	A document (e.g. signed, dated, numbered, and named reports, forms, checklists, electronic files) which furnishes objective evidence of the results of activities performed or achieved for the management system.
47.	Ref.	Reference
48.	RSO	Radiation Safety Officer
49.	SAP	Computerized record keeping system used by Calgon Carbon Corporation to track work orders, purchase requisitions and most other pertinent production information
50.	SDS	Safety Data Sheet
51.	Service	Broadly defined as any work or service completed by or on behalf of CCC.
52.	Significance	A calculated determination that an aspect will affect the environment, health, safety, or security at a location.
53.	SOP	Standard Operating Procedure
54.	Stakeholder	Any customer, employee, contractor, neighbor, official, public interest group, supplier, vendor, or other person(s) or group with interest in CCC activities, products, or services.
55.	Target	A detailed performance requirement, quantified where practical, that is based on an EHSS objective that needs to be set and met in order for the objective to be achieved.
56.	Top Management	Executive Management and Vice Presidents
57.	Uncontrolled Document	Documents that are not maintained in a system or other form of controls to track and manage the document, such as printed documents in circulation.

## 1 General Requirements

### 1.1 General Requirements

Calgon Carbon Corporation (Calgon Carbon) has established and maintains an Environmental, Health, Safety and Security (EHSS) Management System in accordance with RC14001®:2013, which is described in the subsequent section.

### 1.2 Forward

This EHSS Manual describes the Environmental, Health, Safety and Security Management System (EHSSMS) adopted by Calgon Carbon. The manual lists the procedures and measures for the EHSSMS at Calgon Carbon.

The EHSSMS has been formulated on the basis of RC14001®:2013. This section explains the structure, issue and updating procedure of the EHSS Manual.

### 1.3 Scope

The EHSS Manual is applicable to Calgon Carbon's operations for the relevant and applicable activities, products and services in the following facilities as listed below:

- Calgon Carbon Headquarters, 3000 GSK Drive, Moon Township, PA 15108, USA
  - Includes all activities in support of manufacturing, reactivating, impregnating, sizing and packaging of activated carbon products and reactivated products, including maintenance and product storage. This encompasses Logistics, Procurement, Process and Facility Engineering, Quality, Finance, Legal, EHSS, Corporate Messaging, Sales/Business Units, Customer Service, Human Resources, Research and Development, Field Services, Information Technology, Operations Management, Facilities Services.
  - Excludes resin services, equipment manufacturing (E&A and UV), building tenants other than Calgon Carbon, property / building services contracted through the property manager, which may include: maintenance; property site maintenance/landscaping; cafeteria services; security services.
- Calgon Carbon Neville Island Plant, 200 Neville Road, Pittsburgh, PA 15225 and 4301 Neville Road, Pittsburgh, PA 15225.
  - Includes all activities in support of manufacturing, reactivating, impregnating, sizing and packaging of activated carbon products, including maintenance and product storage.
- Calgon Carbon Columbus Plant, 835 North Cassady Avenue, Columbus, OH 43219
  - Includes all activities in support of manufacture and packaging/repackaging of virgin granular, reactivated granular, virgin powder, and specialty carbons, including maintenance and product storage. Excludes activities in support of indoor air quality panel assembly.
- Calgon Carbon Big Sandy Plant, 15024 US Route 23, Catlettsburg, KY 41129.

- Includes all activities in support of manufacture of virgin granular, virgin powder, acid washed, Centaur, reactivated granular and reactivated pellet carbons, including maintenance and product storage. Excludes oxygen production.
- Calgon Carbon Pearl River Plant, 13121 Webre Road, Bay St. Louis, MS 39520
  - Includes all activities in support of manufacture of granular and powdered activated carbons, including maintenance and product storage.
- Calgon Carbon North Tonawanda Plant, 830 River Road, North Tonawanda, NY 14120 and warehouses at 415 Bryant Street and 476 Niagara Parkway, both in North Tonawanda, NY 14120.
  - Includes all activities in support of manufacture and packaging of reactivated granular carbon, including maintenance and product storage.
- Calgon Carbon Gila Bend Plant, 520 South Butterfield Trail, Gila Bend, AZ 85337
  - Includes all activities in support of manufacturing and packaging of reactivated carbon products, including maintenance and product storage.

#### 1.4 Structure of the EHSSMS

The structure of the EHSSMS documentation is as follow:

- EHSS Manual – This EHSS Manual is structured as shown in the Table of Contents pages of the manual. Sections are sequentially arranged similar to the clause numbers of RC14001®:2013. The effective date of the manual is indicated on each page.
- EHSSMS Procedures – Level II procedures describe the processes by which Calgon Carbon implements the requirements of the RC14001®:2013 EHSSMS. Level III procedures describe processes to support the operation of the EHSSMS.
- EHSSMS Management Programs – Management Programs are designed to achieve identified objectives and targets.
- Standard Operating Procedures / Work Instructions – describe processes by which by which work is to be performed in support of the EHSSMS,
- Forms and Records – documentation used to capture and retain objective evidence of the performance of the EHSSMS.
- Procedures to implement the Responsible Care® Codes of Management Practices:
  - Security Code
  - Product Safety Code
  - Process Safety Code

Structure of the EHSSMS includes programs and initiatives such as, but not limited to:

- Sustainability Program and Reporting
- Behavior Based Safety Observations
- SafeStart
- Safety Award Program

Related EHSS Documentation

EHSS-PRO-05:

Product Safety Management Procedure

EHSS-PRO-17:                    Process Safety Procedure  
EHSS-PRO-18:                    Security Management Procedure  
Responsible Care® Guiding Principles

**1.5 Issue Procedure**

The Management Representative is authorized by Top Management to complete the activities of preparing, issuing, maintaining, and updating this EHSS Manual. The distribution of the manual and the amendment(s) are controlled and are executed by the Management Representative.

## **2 Environmental, Health, Safety and Security Policy**

**2.1** Calgon Carbon Corporation's EHSS Policy is provided as an attachment with this EHSSMS Manual.

## **2.2 Environmental, Health, Safety and Security Management System (EHSSMS)**

### **Implementation**

All employees are advised to undergo EHSS Policy training on joining the company. Implementation of the EHSSMS and the EHSS Policy is the responsibility of the Management Representative and is achieved by ensuring that respective employees understand the EHSS Policy and comply with EHSS documents. Also, the EHSS Policy is displayed and maintained on Calgon Carbon's intranet and internet. The Management Representative ensures that the EHSS Policy is made available to public and conveyed to all concerned stakeholders within and outside the organization. The Management Representative also ensures that the EHSS Policy is reviewed on an annual basis during the management review for suitability with Calgon Carbon's activities.

Related EHSS Documentation  
Environmental, Health, Safety, and Security Policy

## **3 Planning**

### **3.1 EHSS Aspects**

A procedure is established, implemented, documented and maintained for:

- Identifying the EHSS aspects of its activities, products and services within the defined scope of the EHSSMS that it can control and can influence, taking into account planned or new developments, or new or modified activities, products and services;
- Determining aspects that have or can have significant impact on the environmental, health, safety and security;
- Assessing and prioritizing transportation risk;
- Assessing and prioritizing risk for new, existing and changes to existing products;
- Assessing and prioritizing risk for new, existing and changes to existing processes;
- Monitoring emerging environmental, health, safety and security concerns relevant to the business and maintain current information related to hazards and risks for products, processes and activities associated with its operations.
- CCC considers operational energy efficiency and waste minimization, reuse and recycling when identifying aspects and impacts.

Results of the assessments are kept up to date with the existing controls, proposed controls (objectives and programs) for reduction of impacts.

A list of EHSS aspects and associated impacts has been established.

Significant EHSS aspects are taken in to account in establishing, implementing and maintaining the EHSSMS.

Related EHSS Documentation

EHSS-PRO-01	Aspects, Impacts, and Significance Determination
EHSS-PRO-05	Product Safety Management Procedure
EHSS-PRO-17	Process Safety Procedure
EHSS-PRO-36	Transportation Management Procedure
EHSS-PRO-37	Management of Change Procedure

### 3.2 **Legal and other requirements**

A procedure has been established, implemented, documented and maintained:

- To identify and have access to the applicable legal and other requirements, to which CCC subscribes related to its EHSS aspects.
- To determine how these requirements apply to EHSS aspects.

Calgon Carbon ensures that applicable legal and other requirements are identified considering the nature of the activities, process, products, and system. All such requirements are taken into account as necessary for establishing, implementing and maintaining the EHSSMS.

Related EHSS Documentation

EHSS-PRO-10	Legal and Other Requirements Procedure
Calgon Carbon Global Safety Standards	

### 3.3 **Objectives, targets and program(s)**

EHSS objectives and targets at relevant functions and levels within Calgon Carbon are prepared, documented and implemented and maintained as part of our commitment to continual improvement.

All such objectives and targets are made measurable, where practicable, and are consistent with the EHSS Policy including the commitments to prevention of pollution, health, safety and security issues, compliance with the applicable legal and other requirements, which are the basis for continual improvement.

A procedure is documented, implemented and maintained for setting and reviewing of EHSS objectives and targets. The objectives are established and reviewed based on the significant EHSS aspects as well as potential impacts and risks, technological options, financial, operational and business requirements and the views of interested parties, legal and other requirements, etc. The objectives are made for relevant function and level within the organization.

For achieving objectives and targets, EHSS management programs are prepared, implemented and maintained to ensure achievement of defined objectives and targets. The EHSS management program is prepared having reference of:

- Designated responsibility for achieving objectives and targets at relevant functions and levels of employees and/or organization,
- Methods and/or modes and time frame for achieving objectives and targets.

The EHSS management programs are reviewed at regular intervals in the management review and amended in line with new development, modification, and expansion of existing activities.



Related EHSS Documentation  
Program Procedure

EHSS-PRO-04

Objectives, Targets, and Management

## Implementation and Operation

### 4.1 Resources, roles, responsibility, accountability and authority

The RCSC ensures the availability of resources essential to establish, implement, maintain, and improve the EHSSMS. Resources include human resources and specialized skills, organizational infrastructure, technology, and financial resources.

Roles, responsibilities, and authorities are defined and documented in a procedure and are communicated as needed in order to facilitate an effective EHSSMS.

Top Management appoints a Management Representative (MR) who has a defined role, responsibilities, and authority for:

- Ensuring that the EHSSMS is established, implemented, and maintained in accordance with the requirements of RC14001®:2013,
- Reporting to top management on the performance of the EHSSMS for review, including providing recommendations for improvement.

The EHSSMS includes provision to identify and assess program and organizational needs, and the RCSC allocates resources necessary to strive to meet RC objectives, targets and program(s).

The EHSSMS also includes provision to recognize the RC performance of employees.

Related EHSS Documentation

EHSS-PRO-14 Resources, Roles, Responsibility, and Authority Procedure

### 4.2 Competence, training, and awareness

CCC ensures all person(s) whose work has the potential to cause significant EHSS impact are competent in terms of appropriate education, training, and/or experience. Records pertaining to the determination of competency are retained in accordance with the Training, Awareness, and Competence Procedure.

The organization identifies training needs and provides appropriate training. Records pertaining to the training provided are retained in accordance with the Training, Awareness, and Competence Procedure. Training considerations include EHSSMS responsibility, ability and literacy. Necessary training programs on EHSS issues are planned and implemented. CCC has documented, implemented, and maintains a training procedure i to make the employees and those working for or on the behalf of Calgon Carbon at each relevant function and level aware of:

- The importance of conformity with the EHSS policy and procedures and with the requirements of the EHSSMS,
- The significant EHSS aspects and related actual or potential impacts associated with their work the benefits of improved personal performance,
- Their roles and responsibilities in achieving conformity with the requirements of the EHSSMS, and
- The potential consequences of departure from specified procedures.

Related EHSS Documentation:

EHSS-PRO-03 Training, Awareness, and Competence Procedure

#### 4.3 **Communication**

Calgon Carbon has established, implemented and maintains a procedure for internal and external communication. Internal communications include providing information to various levels and functions in the organization that are responsible for performance regarding the EHSSMS, monitoring, audit and management review. External communications include receiving, documenting and responding to EHSSMS and EHSS questions or concerns with interested parties. The procedure addresses and/or includes the following:

- Internal communication among the various levels and functions of the organization including contractors and visitors at workplaces;
- Receiving, documenting and responding to relevant communication from external interested parties;
- System to assess stakeholder perspectives;
- Involving employees in the development, communication and implementation of Responsible Care programs;
- Establishing and maintaining dialogue with internal employees and external stakeholders about its impact on human health, safety, security and the environment, its EHSSMS performance, plans for improving the organization's performance and management of relevant risks for products, processes; and activities associated with its operations;
- System to make product safety and product stewardship information publicly available;
- Periodic evaluation of the effectiveness of communications programs with stakeholders;
- Participation in mutual assistance programs and sharing activities as embodied in Responsible Care.
- CCC decides whether to communicate externally about our significant EHSS aspects and document this decision. For those significant EHSS aspects that will be externally communicated, a process is implemented to do so.

#### Related EHSS Documentation

EHSS-06 Crisis Management and Communications Plan  
EHSS-PRO-06 Communications Procedure

#### 4.4 **Documentation**

Calgon Carbon has established this EHSS Manual to describe the core elements of EHSSMS, their interaction and provides direction to related documentation. Each document gives information/direction for the next documentation to be followed.

The EHSSMS document includes:

- EHSS Policy, objectives and targets;
- Description of the scope of Environmental, Health, Safety and Security Management System;
- Description of the main elements of the Environmental, Health, Safety and Security Management System and their interaction and reference to related documents;
- Documents, including records as per the requirements of RC 14001:2013;

- Documents, including records identified as necessary for ensuring effective planning, operation and control of processes related to significant EHSS aspects and related issues.

#### 4.5 **Control of documents**

All EHSSMS related documents are prepared and controlled as per the requirements of RC 14001@:2013.

A procedure is established, implemented, documented and maintained having details of:

- Approval of the relevant documents for adequacy prior to issue;
- Review and updating as per the requirements and re-approval of documents;
- Ensuring identification of changes and current revision status of documents;
- Ensuring relevant version of applicable document is made available to the point of use;
- Ensuring legibility and ease of identification of documents;
- Ensuring that the documents of external origin determined necessary for planning and operation of the EHSSMS are identified and distribution of the same is controlled;
- Prevention of unintended use of obsolete documents by applying suitable identification to such documents if retained for knowledge preservation or other purpose.

Related EHSS Documentation

EHSS-PRO-02

Document Control Procedure

#### 4.6 **Operational control**

Calgon Carbon has established operational control procedures and other documents for operations and activities that are associated with the identified significant EHSS aspects and implementation of controls necessary to manage their potential impacts. They are consistent with the EHSS Policy, objectives and targets, and ensure that they are carried out under specified condition.

Operations and activities requiring controls and specified conditions are identified, implemented and maintained in by:

- Establishing, implementing and maintaining a documented procedure(s) to control situations where their absence could lead to deviation from the EHSS policy, EHSS matters and objectives and targets;
- Stipulating the operating criteria in the procedure(s);
- Establishing, implementing and maintaining procedures related to the identified significant EHSS aspects and related issues of goods and services used by CCC and communicating applicable procedures and requirements to suppliers, including contractors;
- Safe operations and maintenance systems sufficient to achieve its EHSS Policy, objectives, targets and programs;
- Systems to manage change for products, processes and activities associated with its operations, commensurate with risk;
- Systems to protect the environment, conserve resources, protect worker health and create a safe and secure work environment;

- Systems to facilitate the flow of hazard and safe handling information, appropriate guidance and training along the value chain to support risk evaluation and risk management of its products, and for receiving such information from suppliers on goods and services used by the organization;
- Commensurate with risk, processes are established to assess and periodically review carriers, suppliers, distributors, customers, contract manufacturers (tollers), contractors and third-party logistics providers based on Responsible Care® or other EHSS performance criteria.

Related EHSS Documentations:

EHSS-PRO-08                      Operational Control Procedure  
Calgon Carbon Global Safety Standards

#### 4.7 **Emergency preparedness and response**

Calgon Carbon has established, implemented, documented and maintains a procedure to;

- identify potential emergency situations and potential accidents that may have an impact to EHSS conditions and how to respond,
- appropriately respond to these situations or potential incidents, and prevent or mitigate associated adverse impacts,
- appropriately consider communications and community recovery needs,
- appropriately participate in the development, implementation and maintenance of community emergency preparedness plans, and
- appropriately respond to raw material, product, process, waste material and transportation incidents.

The organization periodically reviews and revises its emergency preparedness and response procedures after the occurrence of accidents or emergency situations, where necessary, and after mockdrills. It also includes views of interested parties, where required, on a case by case basis.

Mock drills are conducted for verification of such emergency preparedness as per established procedure.

Related EHSS Documentation

EHSS-06                              Crisis Management and Communication Plan  
EHSS-PRO-09                      Emergency Preparedness and Response Procedure

## 5 **Checking**

### 5.1 **Monitoring and Measurement**

Procedure(s) have been established, implemented, documented and maintained for monitoring and measuring actual performance against the EHSS performance requirements on a regular basis. These procedures provide:

- Means to monitor and measure the key characteristics of operations that can have significant EHSS impact
- For the use of relevant measures and records to analyze EHSS and other Responsible Care® performance and trends periodically. The results of analyses are recorded to track performance, relevant operational controls and conformance with the EHSS objectives and targets.

Equipment used for monitoring and measuring are also calibrated/verified to ensure accuracy/required precision (considering the requirements of EHSS) as per the documented procedure and records for the same are maintained.

Related EHSS Documentation

EHSS-PRO-12                      Monitoring and Measurement Procedure

### 5.2 **Evaluation of compliance**

To ensure that Calgon Carbon is consistent with the commitment towards compliance with all applicable and relevant legal requirements, a procedure is established, implemented, documented and maintained for periodical evaluation of compliance with applicable legal and other requirements to which CCC subscribes. Records of such periodic evaluation are maintained per the LGL-08 Record Retention Policy.

Also evaluation with the other requirements, are done as per the above established procedure. Records of such periodic evaluation are also maintained per the LGL-08 Record Retention Policy.

Related EHSS Documentation

EHSS-PRO-15                      Evaluation of Compliance Procedure

### 5.3 **Nonconformance, corrective action and preventive action**

A procedure is established, implemented, documented and maintained for dealing with the actual and potential accidents, incidents, nonconformance, and taking corrective and preventive action. The procedure also defines responsibility and authority for analysis, handling, investigating accidents, incidents, nonconformance, and taking action to mitigate any consequences from nonconformance and for initiating and completing corrective and preventive actions. The procedure also defines the following:

- Identifying and correcting accidents, incidents, nonconformances and taking actions to mitigate their EHSS impact and related issues;
- Investigating accidents, incidents, nonconformance, determining their cause and taking actions in order to avoid their recurrence;
- Evaluating the need for action to prevent accidents, incidents, nonconformance and implementing appropriate actions designed to avoid their occurrence;

- Recording the results of corrective and preventive action taken;
- Reviewing the effectiveness of corrective and preventive action taken;
- Identifying the root cause of accident and incident investigations for the occurrence and leads to recommendations and implementation of corrective and preventive action;
- Sharing key findings and associated corrective and preventive actions with relevant internal and external stakeholders.

The corrective or preventive actions taken are appropriate to the magnitude of problems and commensurate with risk and the EHSS aspects encountered.

Changes to the documents are also done as per the document control procedure as a part of corrective and preventive actions.

Related EHSS Documentation

EHSS-PRO-11 Nonconformance, Corrective Action and Preventive Action

Procedure

#### 5.4 Control of records

Calgon Carbon maintains legible records of the EHSSMS as described in various sections of this manual to demonstrate conformity to the requirements along with the results achieved against each performance indicator. A procedure is documented and implemented for the identification, collection, indexing, accessing, filing, storage, protection, retrieval, retention time and disposition of EHSS records. These records are stored in such a manner as to ensure safe preservation and easy retrieval and protected against damage, deterioration, or loss.

Each FDM abides by the LGL-08 Record Retention Policy, which includes retention times for the records being maintained in their department. They also ensure that records remain legible, identifiable and traceable to the activity and/or product of service involved.

Related EHSS Documentation

LGL-08 Record Retention Policy

#### 5.5 Internal audit

Internal audit of the EHSSMS is completed at planned intervals to determine whether the EHSSMS:

- Conforms to the planned arrangements for EHSSMS and RC® 14001:2013 requirements,
- Is implemented and maintained in accordance with the requirements of EHSSMS,
- Is effective in meeting the EHSS policy and objectives

The internal audit is also completed to provide information on the results of audits to the Top Management for effective operation of EHSSMS.

The audit program is planned, documented, implemented and maintained by CCC taking into consideration the EHSS importance of the operation and results of previous audits.

A procedure is established, documented, implemented and maintained to addresses:

- Responsibilities and requirements for planning and conducting audits, reporting results and retaining associated records and
- Determination of audit criteria, scope of audit, frequency of audit and methods.

Objectivity and impartiality of the audit process is ensured by proper selection of auditors and conduct of audit process.

Related EHSS Documentation

EHSS-PRO-16                      Internal Audit Procedure

## **6 Management Review**

**6.1** Members of Top Management review the EHSSMS in a management review at least once every twelve months to ensure its continuing suitability, adequacy and effectiveness. The review includes assessment for opportunities for improvement and need for changes to the EHSSMS including the continuing suitability of EHSS Policy and EHSS objectives and targets. During the review of EHSS Policy, it is ensured that the same has been implemented effectively at all levels of employees. The Management Representative or approved designee collects necessary information from Functional Department Managers on EHSS and reports to members of Top Management to complete the EHSS evaluation. The management review meeting is completed for the review of the EHSSMS in the review meetings. Records of the management review are retained.

### **6.2** Review Input:

The following are included in the management review:

- Results of internal and external audits;
- Evaluation of compliance with legal requirements as well as other requirements related to EHSS;
- Communication, consultation and participation from external interested parties and employees;
- Complaints;
- EHSS performance;
- Objectives and target achievement status;
- Status of corrective actions and preventive actions;
- Follow-up actions from previous management reviews;
- Changing circumstances, including developments in legal and other requirements related to EHSS;
- Recommendations for improvement;
- Implementation of EHSS Policy, annual review and need for changes;
- Training needs.

### **6.3** Review output:

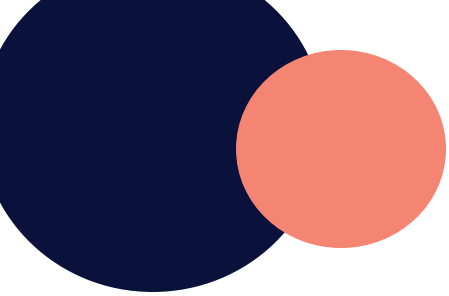
The output from the management review is identified and is consistent with the commitment to continual improvement and includes decisions and actions related to possible changes to;

- EHSS performance,
- EHSS Policy, targets and objectives,
- Resources, and
- Other elements of the EHSSMS.

Actions are identified and recorded in meeting minutes.

Related EHSS Documentation

EHSS-PRO-07 Management Review Procedure



# SUBMITTAL

5

## Quality Control Program



QM-1 ISO 9001 Quality Management System Manual	
Approved by	Tim Duckwall, Chuck Hegenberger, Brian Lauerman, Milda Favre, Jeremy Dolan, Jake Napoli, Matt Asbury, Brandon Bentley, Erin Harrison, Jeff Shirley, Kent Campbell, Kristen McKee
Owner	Gina McNamara
Revision No.	6
Revision Date	08/16/2023

## 1.0 Introduction

Calgon Carbon Corporation activated and reactivated carbon manufacturing operations (Manufacturing) developed and implemented a Quality Management System (QMS) to document the Manufacturing's best business practices, better satisfy the requirements and expectations of its customers, and improve the overall management of the Company.

To fully understand the organization and its context, in cooperation with Calgon Carbon Corporation Corporate (Corporate), Manufacturing determined the external and internal issues that are relevant and affect its ability to achieve the intended results of the QMS.

The Manufacturing QMS meets the requirements of the international standard ISO 9001 (Standard) and incorporates the process approach where consistent and predictable results are achieved more effectively and efficiently when activities are understood and managed as interrelated processes.

This process approach provides for the management of the quality system and its processes through the application of a "Plan-Do-Check-Act" methodology and a focus on "Risk-Based-Thinking" leading to the prevention of undesirable outcomes.

This Manual describes the QMS, delineates authorities, interrelationships, and responsibilities of the personnel responsible for performing within the system. The Manual also provides reference to the documented information for all activities comprising the QMS that ensures the compliance to the necessary requirements of the Standard.

This Manual is used internally to guide the Manufacturing's employees through the various requirements of the QMS and ISO standard that must be met and maintained in order to ensure customer satisfaction, continuous improvement, and provide the necessary instructions that create an empowered workforce.

This Manual is used externally to introduce our QMS to our customers and other interested parties. The Manual is used to familiarize them with the controls that have been implemented and to assure them that the integrity of the QMS is maintained and focused on customer satisfaction and continuous improvement.

QM-1 ISO 9001 Quality Management System Manual	
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Owner	Gina McNamara
Revision No.	6
Revision Date	08/16/2023

## 2.0 Scope

### 2.1 General

To determine and establish the scope of the QMS, Manufacturing determined the boundaries and applicability of the QMS and considered the external and internal issues, the requirements of relevant interested parties, and the products and services of Corporate.

The scope is available and maintained as documented information stating the products covered by the QMS.

Manufacturing applies all the requirements of the Standard when they are applicable within the determined scope of the QMS.

#### 2.1.1 Manufacturing Site-Specific Scope

The scope for each Manufacturing site-specific QMS is listed below:

***Big Sandy Plant, 15024 US 23, Catlettsburg, KY 41129***

- Manufacture, reactivation, and packaging of activated carbon products

***Columbus Plant, 835 North Cassady Avenue, Columbus, OH 43219***

- Manufacture, reactivation, and packaging of activated carbon products

***Gila Bend Plant, 520 South Butterfield Trail, Gila Bend, AZ 85337***

- The Manufacturing and Packaging of Reactivated Carbon Products.

***Pearl River Plant, 13121 Webre Road, Bay St. Louis, MS 39520***

- Manufacture and packaging of activated carbon products

***New Castle Plant, 3601 Clover Lane, New Castle, PA 16105***

- The Manufacturing and Packaging of Specialty Carbons, and Components for use in the Automotive Industry.

<b>QM-1 ISO 9001 Quality Management System Manual</b>	
<b>Approved by</b>	<b>Tim Duckwall, Chuck Hegenberger, Brian Lauerman, Milda Favre, Jeremy Dolan, Jake Napoli, Matt Asbury, Brandon Bentley, Erin Harrison, Jeff Shirley, Kent Campbell, Kristen McKee</b>
<b>Owner</b>	<b>Gina McNamara</b>
<b>Revision No.</b>	<b>6</b>
<b>Revision Date</b>	<b>08/16/2023</b>

***Neville Island Plant, 200 Neville Road, Pittsburgh, PA 15225***

- **Manufacture, reactivation, and packaging of activated carbon products**

***North Tonawanda Plant, 830 River Road, North Tonawanda, NY 14120***

- **Reactivation and packaging of activated carbon products**

### **2.1.2 Exclusions**

Conformity to the Standard may only be claimed if the requirements determined as not being applicable do not affect Manufacturing’s ability or responsibility to ensure the conformity of its products and the enhancement of customer satisfaction.

In the event that any requirement is not applicable at Manufacturing, justification for any instance where a requirement cannot be applied is documented.

Activities associated with the following requirements are provided and managed by Corporate Engineering, Research and Development, Purchasing, Sales, and Product Management:

- 8.3 Design and Development of Products and Services
- 8.4 Control of Externally Provided Processes, Products, and Services
- 8.5.5 Post-Delivery Activities

## **3.0 Strategic Direction**

Manufacturing and Corporate are strategically aligned to support strategic direction of Calgon Carbon Corporation collectively.

### **3.1 Mission and Values**

#### **3.1.1 Business Charter**

Calgon Carbon Corporation is a worldwide organization whose business is to meet customers’ needs by providing safe, high-quality, cost-effective products and services for purification, separation, and concentration in the processing of liquids and gases.

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Revision No.	6
Revision Date	08/16/2023

### 3.1.2 Mission

The Mission of Calgon Carbon Corporation is to develop and apply technologies to protect people and the environment from contaminants in water, air, food, and industrial processes, while developing and maintaining a highly motivated workforce that has a strong commitment to its customers, shareholders, and society.

### 3.2 Quality Policy

Please refer to P-01 Quality Policy for the current version of the quality policy.

### 3.3 Goals

To support the Company's strategic direction, Manufacturing in cooperation with Corporate establishes performance goals annually.

Performance associated with these goals are evaluated by Manufacturing using Key Performance Indicators (KPIs) and other metrics which may include but are not limited to those listed in Table 1, below:

Table 1. Manufacturing Goals Key Performance Indicators and Metrics	
Key Performance Indicator	Metric
Safety	Plant OSHA Recordable Incidents (ORI)
Environmental	Notice of Violation (NOV)
Product Quality	First Time Quality (FTQ)
Financial	Direct, Indirect, PSE and Warehouse Inventory
Operational Excellence	Overall Equipment Effectiveness (OEE), On-Stream Factor (OSF)
Inventory Management	Blocked/Slow Moving/Dead Inventory

Refer to Manufacturing site-specific performance indicators and metrics for details.

## 4.0 Process Approach

QM-1 ISO 9001 Quality Management System Manual	
Approved by	Tim Duckwall, Chuck Hegenberger, Brian Lauerman, Milda Favre, Jeremy Dolan, Jake Napoli, Matt Asbury, Brandon Bentley, Erin Harrison, Jeff Shirley, Kent Campbell, Kristen McKee
Owner	Gina McNamara
Revision No.	6
Revision Date	08/16/2023

#### 4.1 Interrelationship of Processes

Figure 1. describes the interrelationship of processes applied within the process-approach utilized by Manufacturing to ensure control of the QMS.

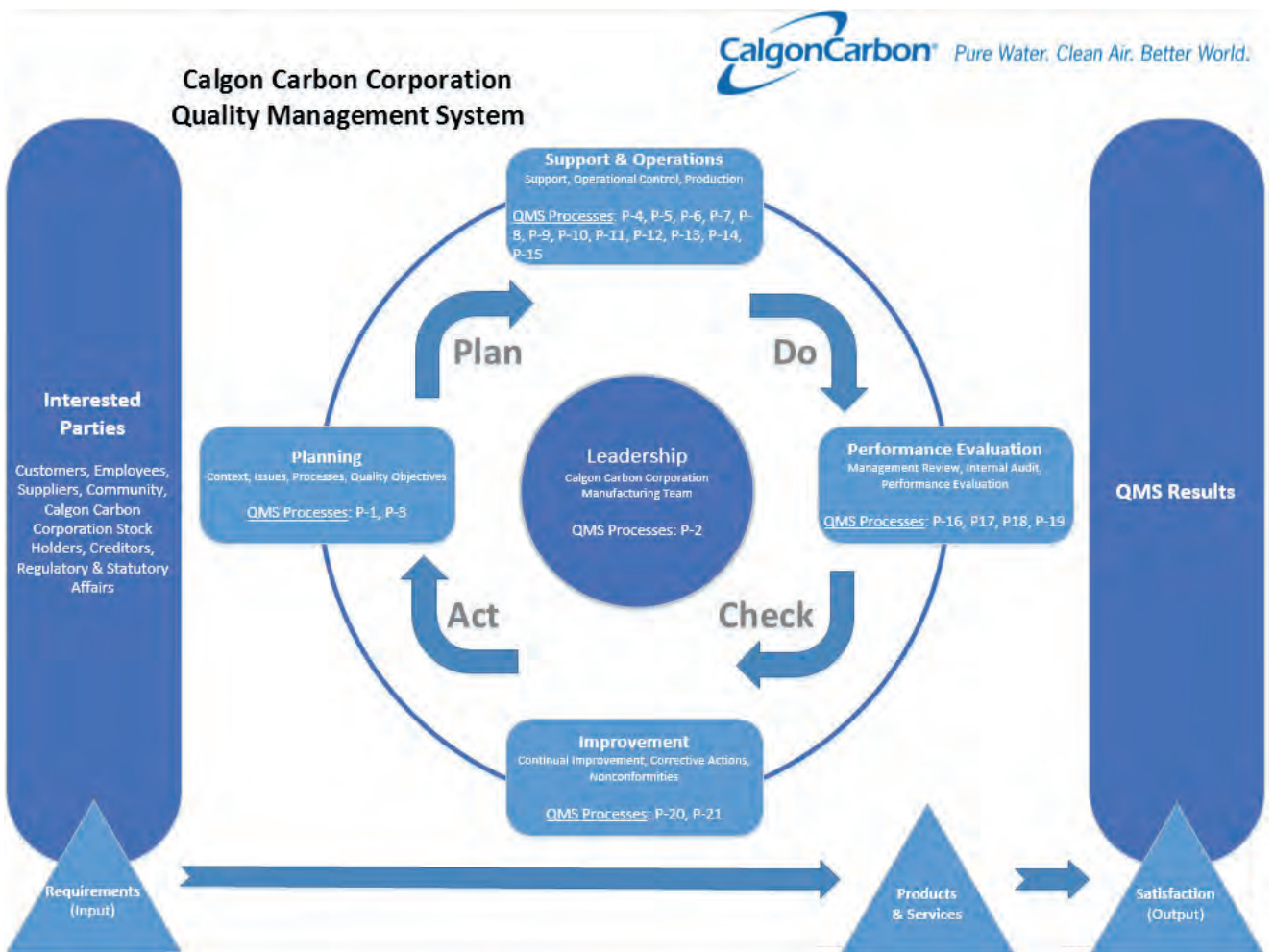


Figure 1. Calgon Carbon Corporation QMS Process Approach

#### 4.2 Quality Management System Processes

QM-1 ISO 9001 Quality Management System Manual	
Approved by	Tim Duckwall, Chuck Hegenberger, Brian Lauerman, Milda Favre, Jeremy Dolan, Jake Napoli, Matt Asbury, Brandon Bentley, Erin Harrison, Jeff Shirley, Kent Campbell, Kristen McKee
Owner	Gina McNamara
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The processes of the Quality Management System are listed below:

- P-1 Organizational Context
- P-2 Leadership
- P-3 Planning
- P-4 Resource Management
- P-5 Control of Monitoring and Measuring Equipment
- P-6 Competence and Awareness
- P-7 Communication
- P-8 Control of Documented Information
- P-9 Operational Planning and Control
- P-10 Customer-Related Processes
- P-11 Control of External Providers
- P-12 Control of Production and Service Provision
- P-13 Identification and Traceability
- P-14 Preservation
- P-15 Control of Nonconforming Product
- P-16 Monitoring, Measurement, Analysis, and Evaluation
- P-17 Customer Satisfaction
- P-18 Internal Audit
- P-19 Management Review
- P-20 Improvement
- P-21 Nonconformity and Corrective Action

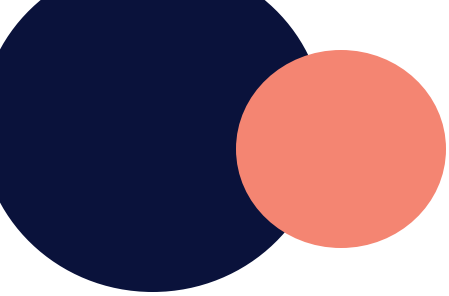
## 5.0 Documented Information

Manufacturing's documented information is controlled and maintained electronically or via hardcopy per procedure P8, Control of Documented Information, and accessible via the Calgon Carbon Corporation ISO 9001 Quality Management System Documentation intranet site and other site-specific document management systems.

## 6.0 Revision History

<b>QM-1 ISO 9001 Quality Management System Manual</b>	
<b>Approved by</b>	<b>Tim Duckwall, Chuck Hegenberger, Brian Lauerman, Milda Favre, Jeremy Dolan, Jake Napoli, Matt Asbury, Brandon Bentley, Erin Harrison, Jeff Shirley, Kent Campbell, Kristen McKee</b>
<b>Owner</b>	<b>Gina McNamara</b>
<b>Revision No.</b>	<b>6</b>
<b>Revision Date</b>	<b>08/16/2023</b>

<b>Rev.</b>	<b>Date</b>	<b>Section</b>	<b>Summary of change</b>	<b>Authorized by</b>
1	09/30/2016	All	Initial Release	Michele Connolly
2	01/26/2017	Header; 1; 2.1.2; 3.2	Added BSP Plant and QA Managers; Changed Manufacturing Sites; Added item 8 to the Quality Policy.	Michele Connolly
3	08/09/2017	Header; 1; 2.1.1; 2.1.2; 3.2; 4	Added PRP, GBP, NTP, and Top-Management; Added site-specific QMS scopes; Changed Document Owner to Michele Connolly; Changed Language for Exclusions and Goals	Michele Connolly
4	05/31/2018	Header; 4.0	Revised Figure I to include QMS Processes; Added section with list of and link to QMS Processes; Added NIP Top-Management	Michele Connolly
5	02/05/2021	Approved by; 2.1.1	Changed Approver for GBP and Owner; Added New Castle Plant scope; Removed link in 4.2; Added language related to version control and printed document.	Gina McNamara
6	08/16/2023	Approved by; 2.1.1; 3.2	Updated plant scopes; Added reference to new Quality Policy procedure, P-01; Updated approvers	Gina McNamara



# SUBMITTAL

6

## Statement of Insurance Compliance Acceptance



## AFFIDAVIT OF COMPLIANCE

By this affidavit, CALGON CARBON CORPORATION certifies it will meet the insurance requirements that are listed in the Services Agreement, attached hereto as Exhibit C.

Calgon Carbon Corporation

Name: Amber Simonic

Title: Executive Director, Drinking Water Solutions

Commonwealth of Pennsylvania  
County of Allegheny

Signed (or attested) before me on September 15th, 2025 by Amber Simonic.

Jeremy J. Jones, Notary Public

My Commission Expires: April 2, 2029

Commonwealth of Pennsylvania - Notary Seal  
Jeremy J. Jones, Notary Public  
Allegheny County  
My commission expires April 2, 2029  
Commission number 1394004  
Member, Pennsylvania Association of Notaries



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2026

5/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1450884 Calgon Carbon Corporation 3000 GSK Drive Moon Township PA 15108	<b>INSURER A:</b> Zurich American Insurance Company	<b>NAIC #</b> 16535
	<b>INSURER B:</b> Berkley Assurance Company	39462
	<b>INSURER C:</b> American Guarantee and Liab. Ins. Co.	26247
	<b>INSURER D:</b> Interstate Fire & Casualty Company	22829
	<b>INSURER E:</b> American Zurich Insurance Company	40142
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 16591512**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO 0111179 08	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 0111180 08	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	AUC 3275984-05	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
E A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 0111177 08(Ded) WC 0111178 08 (Retro)	6/1/2025 6/1/2025	6/1/2026 6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	Professional Liability Pollution Legal Liability	N	N	PCAB-5028037-0625 USL03070824	6/1/2025 6/1/2024	6/1/2026 6/1/2027	\$5,000,000 per claim/aggregate \$10,000,000 per incident/\$15,000,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Coverage.

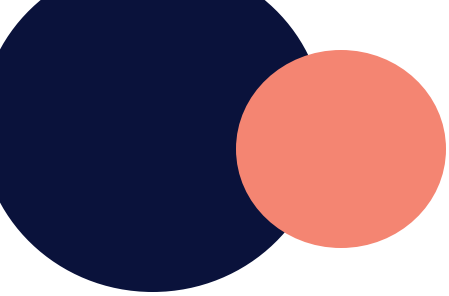
**CERTIFICATE HOLDER****CANCELLATION**

**16591512**  
 Calgon Carbon Corporation  
 3000 GSK Drive  
 Moon Township PA 15108

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# SUBMITTAL

7

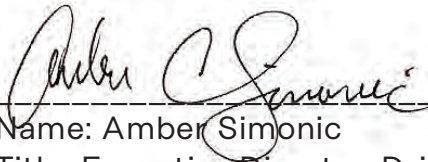
OCWD Standard Contract Acceptance



## AFFIDAVIT OF COMPLIANCE

By this affidavit, CALGON CARBON CORPORATION accepts OCWD's form of Services Agreement attached hereto as Exhibit C.

Calgon Carbon Corporation

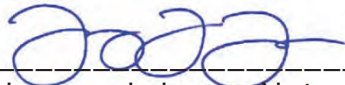


Name: Amber Simonic

Title: Executive Director, Drinking Water Solutions

Commonwealth of Pennsylvania  
County of Allegheny

Signed (or attested) before me on September 15th, 2025 by Amber Simonic.



Jeremy J. Jones, Notary Public

My Commission Expires: April 2, 2029

Commonwealth of Pennsylvania - Notary Seal  
Jeremy J. Jones, Notary Public  
Allegheny County  
My commission expires April 2, 2029  
Commission number 1394004  
Member, Pennsylvania Association of Notaries

AGREEMENT NO. \*\*\*

with

\*\*\*

for

\*\*\*

This Agreement (the "Agreement") is made and entered into as of \*\*\*, by and between the ORANGE COUNTY WATER DISTRICT, a special governmental district organized and operating under the laws of the State of California (hereinafter "OCWD") and \*\*\* ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I  
FUNDAMENTAL TERMS

- A. Location of Project: \*\*\*.
- B. Description of Services/Goods to be Provided: \*\*\* in accordance with PART IV, Scope of Services, included herein.
- C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on \*\*\* ("Commencement Date") and the term of this Agreement shall continue through its expiration on \*\*\*.
- D. Party Representatives:
- D.1. OCWD designates the following person/officer to act on OCWD's behalf: \*\*\*
- D.2. Contractor designates the following person to act on Contractor's behalf: \*\*\*
- E. Notices: All notices and other writings required to be delivered under this Agreement to the parties shall be delivered at the addresses set forth in Part II ("General Provisions").
- F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:
- |      |           |                    |
|------|-----------|--------------------|
| F.1. | Part I:   | Fundamental Terms  |
| F.2. | Part II:  | General Provisions |
| F.3. | Part III: | Special Provisions |
| F.4. | Part IV:  | Scope of Services  |
| F.5. | Part V:   | Budget             |

G. Integration: This Agreement represents the entire understanding of OCWD and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

ORANGE COUNTY WATER DISTRICT

\*\*\*

By: \_\_\_\_\_  
John C. Kennedy, General Manager

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

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Denis Bilodeau, Board President

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

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:

Contractor Information:

RUTAN & TUCKER, LLP

Address for Notices and Payments:

\*\*\*

By: \_\_\_\_\_  
Jeremy N. Jungreis, General Counsel

\*\*\*

Attention: \*\*\*

Telephone: \*\*\*

Facsimile No.: \*\*\*

PART II  
GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. OCWD shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by OCWD to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of OCWD. Contractor agrees to perform all work to the satisfaction of OCWD within the time specified. If OCWD reasonably determines that the work is not satisfactory, OCWD shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from OCWD. In the performance of this Agreement, Contractor shall report to and receive instructions from OCWD's representative identified in Part I, or his or her designee. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the OCWD.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the OCWD of such fact and shall not proceed except at Contractor's risk until written instructions are received from the OCWD's Representative.

1.7 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCWD. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of OCWD. In the event of any unapproved transfer, including any bankruptcy proceeding, OCWD may, in its sole and absolute discretion, void the Agreement. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of OCWD.

1.8 Compensation. Contractor shall be compensated in accordance with the terms of Part V hereto ("Budget"). Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with OCWD representatives, and incidental costs incurred in performing under this Agreement. Contractor shall be compensated for actual costs incurred by subcontractors or other services, and no mark-up will be paid to contractor by OCWD. Unless otherwise specified in Part V, OCWD shall compensate Contractor on a time-and-materials basis at the rates listed in Part V. Contractor shall submit an invoice referencing this Agreement, the Work Order number, date and description of services performed, and the amount. OCWD shall pay the Contractor within 30 days of receipt of the invoice.

## SECTION TWO: INSURANCE AND INDEMNIFICATION

2.0 Insurance – See attached Exhibit A to this Agreement.

2.1 Indemnification.

The parties mutually acknowledge that OCWD has retained Contractor to perform the services set forth in this Agreement based upon the special skills, expertise and experience of Contractor. Accordingly, in performing the services under this Agreement, Contractor shall use the skill and care that a highly specialized professional,

with expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that Contractor retains subcontractors or subcontractors to perform any portion of any of the tasks or services under this Agreement, Contractor has a duty to OCWD to ensure that the tasks and services performed by such subcontractors or subcontractors meet the same professional level, skill and expertise expected of Contractor.

2.2.1 Except as set forth in subdivision 2.2.2 or 2.2.3, Contractor shall indemnify, defend (with legal counsel acceptable to OCWD) and hold harmless OCWD and the OCWD Personnel from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of Contractor's performance of any tasks or services for or on behalf of OCWD, whether or not there is concurrent negligence on the part of OCWD and/or any OCWD Personnel, but excluding any Claims arising from the active negligence or willful misconduct of OCWD or any OCWD Personnel where the active negligence or willful misconduct is determined to be the actual and proximate cause of the alleged injury.

2.2.2 The provisions of this subdivision 2.2.2 apply only in the event that Contractor is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Contractor is a "design professional" within the meaning of Section 2782.8(c), then, notwithstanding subdivision 2.2.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.6), Contractor shall defend (with legal counsel reasonably acceptable to OCWD), indemnify and hold harmless OCWD and OCWD Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Contractor's performance of any task or service for or on behalf of OCWD under this Agreement. Such obligations to defend, hold harmless and indemnify OCWD or any OCWD Personnel shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of OCWD or such OCWD Personnel. To the extent Contractor has a duty to indemnify OCWD or any OCWD Personnel under this subdivision 2.2.2, Contractor shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness or willful misconduct.

2.2.3 The provisions of this subdivision 2.2.3 apply only in the event that this Agreement is a "construction contract" within the meaning of Civil Code Section 2782(b) and 2783. If this Agreement is a "construction contract" within the meaning of those statutes, then notwithstanding subdivision 2.2.1 above, to the fullest extent permitted by law, Contractor shall indemnify, defend (with legal counsel acceptable to OCWD) and hold harmless OCWD and the OCWD Personnel from and against any and all Claims that may be asserted or claimed by any person or entity arising out of Contractor's performance of any tasks or services for or on behalf of OCWD, whether or not there is concurrent passive negligence on the part of OCWD and/or any OCWD

Personnel, but excluding any Claims arising from the active negligence or willful misconduct of OCWD or any OCWD Personnel.

### SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county, municipal and OCWD ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California. When applicable, Contractor shall submit such bids and securities which are required to be submitted pursuant to the Public Contract Code.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless OCWD against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against OCWD thereunder.

3.3 Covenant Against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent Contractor of OCWD and shall remain at all times as to OCWD a wholly independent Contractor. OCWD shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCWD. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the OCWD; and neither Contractor nor any of its employees shall be paid by OCWD time and one-half for working in excess of forty (40) hours in any one week. OCWD is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the OCWD harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.6 Proprietary Information. All proprietary information developed specifically for OCWD by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of OCWD, and are confidential and shall not be made available to any person or entity without the prior written approval of OCWD. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to OCWD, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by OCWD.

3.7 Ownership of Data, Reports and Documents. The Contractor shall deliver to OCWD's representative identified in Part I, at the end of the project, notes and surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of OCWD. The Contractor is not responsible to third parties of OCWD's use of data, reports and documents on other projects. OCWD may use or reuse the materials prepared by Contractor in any manner desired without additional compensation to Contractor. Any work performed by Contractor under this Agreement shall be the property of OCWD.

3.8 Retention of Funds. Contractor hereby authorizes OCWD to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate OCWD for any losses, costs, liabilities, or damages suffered by OCWD, and all amounts for which OCWD may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. OCWD in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of OCWD to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay OCWD any sums Contractor owes OCWD.

3.9 Termination By OCWD. OCWD reserves the right to terminate this Agreement at any time, with or without cause, upon fourteen (14) days prior written notice to Contractor. Upon receipt of any notice of termination from OCWD, Contractor shall immediately cease all services hereunder except such as may be specifically

approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to receipt of OCWD's notice of termination and for any services authorized in writing by OCWD thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, OCWD may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for the costs OCWD incurs in completion of the services required hereunder, including, but not limited to, costs incurred by OCWD in retaining a replacement Contractor, and similar expenses and costs, and including increased staff time costs incurred by OCWD.

3.10 Right to Stop Work; Termination By Contractor. Contractor shall have the right to stop work only if OCWD fails to timely make a payment required under the terms of the Budget. Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to OCWD. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to OCWD, except such services as may be specifically approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to OCWD and for any services authorized in writing by OCWD thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to OCWD's right to take over and finish the work and Contractor's liability therefor shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

3.14 Attorneys' Fees. Each party is responsible for its own attorneys' fees.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of OCWD or Contractor, including but not restricted to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes,  
OCWD AGREEMENT NO. \*\*\*

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freight embargoes, wars, litigation and/or acts of any governmental agency, including OCWD, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, OCWD shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of OCWD such delay is justified. OCWD's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCWD for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of OCWD Officers and Employees. No officer, official, employee, agent, representative or volunteer of OCWD shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by OCWD, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflict of Interest. No officer, official, employee, agent, representative or volunteer of OCWD shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is interested, in violation of any Federal, State, or OCWD statute, ordinance, or regulation. The Contractor shall not employ any such person while this Agreement is in effect.

3.18 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a sole proprietor, then prior to signing the Agreement, Contractor shall provide to the OCWD a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the OCWD will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.19 Prevailing Wage Laws Compliance. To the fullest extent permitted by law, Contractor shall comply with all applicable laws and regulations related to the payment of prevailing wages for the work performed hereunder, including but not limited to Sections 1720 et seq. and 1770 et seq. of the Labor Code, and interpreting case law and regulations. Contractor is independently responsible for reviewing and complying with all such laws (and every other law applicable to the Agreement).

Without limiting the foregoing, in accordance with Sections 1773 and 1773.2 of the Labor Code, the OCWD has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Copies of the prevailing

rates of wages are maintained with the OCWD's principal office and are available to any interested party on request. Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

Pursuant to Labor Code Section 1775, it is hereby stipulated that Contractor shall, as a penalty to OCWD, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the work by Contractor or any sub-consultant or subcontractor.

Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Contractor in connection with this Agreement.

(Pursuant to Labor Code Section 1813, it is stipulated hereby that Contractor shall, as a penalty to OCWD, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

Pursuant to Labor Code Section 1725.5 and 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

In accordance with Labor Code Sections 1860, 1861, and 3700, Contractor and every subcontractor is required the secure payment of compensation to all employees. By signing this Agreement, Contractor provides the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

To the fullest extent permitted by law, Section 2, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Contractor or any party performing the work of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Contractor or any party performing the work to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

#### SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. Upon request by OCWD, Contractor shall prepare and submit to OCWD any reports concerning Contractor's performance of the services rendered under this Agreement. OCWD shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of OCWD and shall be delivered at no cost to OCWD upon request of OCWD or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of OCWD. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and OCWD shall have access to such records upon 48 hours notice.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the OCWD shall be delivered to the following address, to the attention of the OCWD Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To OCWD	Orange County Water District
<u>Representative:</u>	P. O. Box 8300
	Fountain Valley, CA 92728-8300

Invoices only shall be properly identified with the corresponding Agreement No. and sent to one of the following:

[apinvoices@ocwd.com](mailto:apinvoices@ocwd.com)

**OR** to the address shown below:

Orange County Water District

Attention: Accounts Payable  
P. O. Box 20845  
Fountain Valley, CA 92728-0845

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget"), Part III shall take precedence and prevail over Parts I, II, IV and V; Part II shall take precedence and prevail over Parts I, IV and V; Part IV shall take precedence and prevail over Parts I and V; and Part V shall take precedence over Part I.

4.8 OCWD Contract Management Authority. The OCWD General Manager (or his or her duly authorized representative) shall have the authority to make approvals, issue interpretations, execute documents to implement or clarify this Agreement, waive provisions, and/or enter into certain amendments of this Agreement on behalf of OCWD so long as such actions do not result in any of the following: (a) an increase in the Budget set forth in Part V hereto, (b) a decrease in the scope of services without a corresponding reduction in the Budget, or (c) an increase in the risk of liability to

OCWD. Such approvals, interpretations, waivers and/or amendments may include extensions of time to perform.

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PART III  
SPECIAL PROVISIONS

A. The Contractor shall comply with the Insurance Requirements of Exhibit A, added in its entirety.

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PART IV  
SCOPE OF SERVICES

A. Services shall be performed in accordance with Exhibit B, \*\*\* dated \*\*\* and .

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PART V  
BUDGET

A. OCWD shall compensate Contractor in accordance with Exhibit C, \*\*\* dated \*\*\* for a not-to-exceed fee of \$\*\*\*.00.

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# EXHIBIT A

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## INSURANCE REQUIREMENTS

FOR

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The Contractor shall not commence work under this Contract until it has obtained the insurance required hereunder in a company or companies having an A.M. Best rating of A:VII and acceptable to the OCWD nor shall the Contractor allow any subcontractor to commence work on its subcontract until all insurance required herein of the Contractor has been obtained by such subcontractor.

The Contractor shall at the time of the execution of the Agreement present certificate(s) of insurance evidencing the coverage required by this agreement. Such evidence shall include a separate additional insured endorsement and other provisions required herein. At least thirty (30) calendar days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements required herein, showing that such insurance coverage has been renewed or extended will be filed with the OCWD.

At the time of contract document preparation, efforts were made to include all known insurance requirements which would take place during the contract. It is possible additional insurance requirements may be made by another agency or government entity to provide additional insurance not included here. At the direction of the agency/entity, the Contractor shall comply and satisfy the additional insurance requirements.

The Contractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage shall be at least as broad as the following:

1. General Liability – Commercial General Liability (CGL) – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the OCWD or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01) covering Symbol 1 (Any Auto) with limit of one million dollars

(\$1,000,000) for bodily injury and property damage each accident.

3. Workers' Compensation Insurance – The Contractor shall provide Workers' Compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us) – The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this Waiver of Subrogation in favor of the OCWD, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the OCWD; this provision applies regardless of whether or not the OCWD has received a Waiver of Subrogation from the insurer.
4. Builder's Risk is not required.
5. Contractor's Pollution Liability is not required.
6. Professional Liability is not required.

Other Required Provisions – The Commercial General Liability policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status – The OCWD, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01) with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. Primary Coverage – For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the OCWD, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the OCWD, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the OCWD.

Acceptability of Insurers - The Contractor agrees that it will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and  
OCWD AGREEMENT NO.\*\*\*

through companies satisfactory to the OCWD. The OCWD reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the insurance requirements is a material breach of contract.

Deductibles and Self-Insured Retentions – Insurance deductibles or self-insured retentions must be declared by the Contractor and approved by the OCWD. At the election of the OCWD, the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the OCWD, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the OCWD guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the OCWD.

Verification of Coverage – Evidence of Insurance – The Contractor shall furnish the OCWD with copies of certificates and amendatory endorsements affecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the OCWD before work commences. However, failure to obtain the required documents prior to the working beginning shall not waive the Contractor's obligation to provide them. The OCWD reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

Continuation of Coverage – The Contractor shall, upon demand of the OCWD deliver evidence of coverage showing continuation of coverage for at least five years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the General Liability Additional Insured endorsement and evidence of Waiver of Rights of Subrogation against the OCWD (if Builder's Risk Insurance is applicable) to OCWD at least ten days prior to the expiration date.

Subcontractors – In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of the District, deliver to the OCWD copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

Note 1: Any combination of a minimum \$1,000,000 per occurrence General Liability and Excess Liability to meet the \$2,000,000 total may be accepted

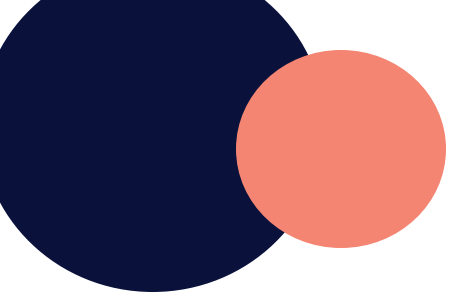
Note 2: The General Liability and/or Automobile Liability coverage shall include mobile equipment.

Note 3: All insurance terms provided by the Contractor for this contract are subject to approval and acceptance by the OCWD.

Note 4: The OCWD, its directors, officers, employees, authorized volunteers, shall be named, by separate endorsement, as additional insured on the policy.

Note 5: Contract Name and/or Contract Number shall be indicated on insurance certificate.

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# SUBMITTAL

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Billing



May 1, 2022

**Calgon Carbon Corporation  
Payment Information**

**(2100)**

**ACH Payments**

**To:** Upic  
Winston-Salem, NC 27101  
Bank Routing Number (ABA) 021052053  
Account No. 68571063

**Wire Transfers**

**To:** First National Bank of Pennsylvania  
One FNB Boulevard  
Hermitage, PA 16148  
ABA #: 043-318-092  
SWIFT #: FNBPUS33  
For Deposit to: Calgon Carbon Corporation  
Account #: 95030837  
Swift Code: FNBPUS33

**Check Payments**

**To:** Calgon Carbon Corporation  
P.O. Box 347037  
Pittsburgh, PA 15251-4037

**Remittance Advice**

**Email – [accountsreceivable.ccc@kuraray.com](mailto:accountsreceivable.ccc@kuraray.com)**

A handwritten signature in blue ink, appearing to read "Dan Crookshank", is written over a light blue horizontal line.

Daniel E. Crookshank  
Calgon Carbon Corp. Treasurer

**Bank Details:**

Make Check Payable to: Calgon Carbon Corporation

Remit by Check to:  
PO Box 347037, Pittsburgh, PA 15251-4037

Remit ACH Payment to:  
Bank Routing Number (ABA) 021052053 Account No.68571063

Remit Wire Payment to:  
Account No. 95030837  
First National Bank of Pennsylvania  
One FNB Boulevard, Hermitage, PA 16148 ABA#: 043-318-092 SWIFT: FNBPUS33

## CREDIT INFORMATION

### CALGON CARBON CORPORATION

Carbon Manufacturer since 1942  
Pennsylvania Sales Tax No. 02624786  
D&B No. 00-4319810  
Federal Tax ID No. 25-0530110

100% owned by Kuraray Holdings USA, a wholly owned subsidiary of Kuraray Co., Ltd of Japan.  
2625 Bay Area Blvd., Suite 600, Houston, TX 77058  
D&B No. 17-4708540  
Federal Tax ID No. 13-3880009

**Kuraray Co., Ltd.** is a publicly-traded, Japanese-based company and is listed on the Tokyo Stock Exchange under the symbol (TYO:3405)  
Established in 1926, Kuraray is a global specialty chemical company with subsidiaries in 28 countries and regions outside Japan.  
Financial information is available at [www.kuraray.com](http://www.kuraray.com)

#### REFERENCES:

Mi-De-Con Inc  
PO Box 147  
Franklin Furnace, OH 45629  
Tilly Lavender  
740-532-2277  
740-532-4888 (Fax)

Motion Industries  
1514 Parkway View Dr  
Pittsburgh, PA 15205  
Terry Conway – Operations Mgr.  
Email: [terry.conway@motion-ind.com](mailto:terry.conway@motion-ind.com)  
412-787-9840 (Fax)  
(Email recommended)

DiCicco Developments  
1550 Coraopolis Heights Road - Suite 520  
Coraopolis, PA 15108  
412-262-1200  
412-262-6699 (Fax)  
Lee@DiCicco.us

#### BANK REFERENCES: **PNC Bank**

Served as Administrative Agent for Calgon Carbon's \$400 million working capital line of credit with a group of eight commercial banks in the United States. This line of credit was paid off on the closing date of Calgon Carbon's merger with Kuraray on March 9, 2018.

Provides Calgon Carbon with a \$5 million employee credit card program.

Provides various bank account and treasury operations services.

Phone number: 215-749-6199  
Email: [PNC\\_Credit\\_Investigations@pnc.com](mailto:PNC_Credit_Investigations@pnc.com)

**First National Bank**

Previously a participating bank in Calgon Carbon's \$400 million working capital line of credit.

Provide Calgon Carbon with its primary accounts payable disbursement accounts as well as other Treasury Management services.

Phone number: 412-320-2129

Email: [Falce@fnb-corp.com](mailto:Falce@fnb-corp.com)

**MAILING ADDRESS:**

Calgon Carbon Corporation  
3000 GSK Drive  
Moon Township, PA 15108  
412-787-6700  
412-787-6313(Fax)

**MAIL, FAX or EMAIL INVOICES TO:**

Calgon Carbon Corporation (mail)  
PO Box 1186  
Pico Rivera, CA 90660  
  
818-325-8881 (fax)  
[cccac@iqbackoffice.com](mailto:cccac@iqbackoffice.com) (e-mail for pdf files)

**SHIPPING ADDRESS:** Calgon Carbon Corporation  
(Corporate) 3000 GSK Drive  
Moon Township, PA 15108

**ACCOUNTS PAYABLE CONTACT – INVOICE DELIVERY:**

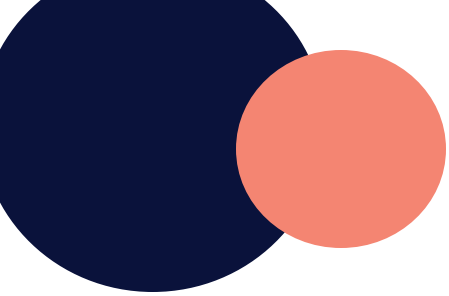
Email address:

To CCC Accounts Payable [cccac@iqbackoffice.com](mailto:cccac@iqbackoffice.com)

US Postal Service address:

Calgon Carbon Corporation  
PO Box 1186  
Pico Rivera, CA 90660

**Revised: February 2020**



# SUBMITTAL

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## Conflict of Interest



## AFFIDAVIT OF COMPLIANCE

By this affidavit, CALGON CARBON CORPORATION states that individuals employed by the Calgon Carbon Corporation, do not have a conflict of interest with the Project. Calgon Carbon Corporation shall exercise reasonable efforts to prevent any actions or conditions that could result in a conflict of interest and shall include, but is not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing in, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District. If a potential conflict of interest is identified in any form, Calgon Carbon Corporation shall inform the District immediately. Proposers are subject to disqualification on the basis of a conflict of interest as determined by OCWD. By submitting a proposal Calgon Carbon Corporation is stating we do not have a conflict of interest with the Project.

Calgon Carbon Corporation

Name: Amber Simonic

Title: Executive Director, Drinking Water Solutions

Commonwealth of Pennsylvania  
County of Allegheny

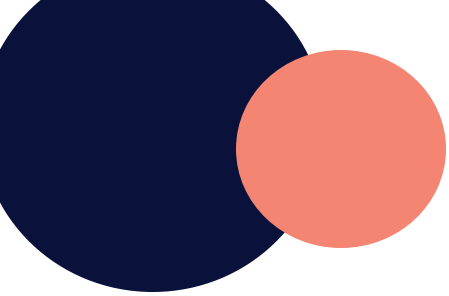
Signed (or attested) before me on September 15th, 2025 by Amber Simonic.

Jeremy J. Jones, Notary Public

My Commission Expires: April 2, 2029

Commonwealth of Pennsylvania - Notary Seal  
Jeremy J. Jones, Notary Public  
Allegheny County  
My commission expires April 2, 2029  
Commission number 1394004

Member, Pennsylvania Association of Notaries



# SUBMITTAL



## Eual Opportunity and Affirmative Action Requirements



## AFFIDAVIT OF COMPLIANCE

By this affidavit, CALGON CARBON CORPORATION will meet the minimum requirements specified here. At a minimum, the invoice for services shall include the Purchase Order Number, Agreement Number, and the itemized summary of each authorized project task along with the names of persons, their job titles, the hours worked, and hourly billing rates. OCWD will provide reporting requirements to the selected firm, and the selected firm shall prepare invoices that comply with the requirements. Failure to satisfy the reporting requirements may result in rejection, payment delay, or short pay of the invoices submitted to OCWD for payment.

Calgon Carbon Corporation

Name: Amber Simonic

Title: Executive Director, Drinking Water Solutions

Commonwealth of Pennsylvania  
County of Allegheny

Signed (or attested) before me on September 15th, 2025 by Amber Simonic.

Jeremy J. Jones, Notary Public

My Commission Expires: April 2, 2029

Commonwealth of Pennsylvania - Notary Seal  
Jeremy J. Jones, Notary Public  
Allegheny County  
My commission expires April 2, 2029  
Commission number 1394004  
Member, Pennsylvania Association of Notaries



**Policy Authority**

Policy Owner: Nancy Albert  
Reviewer: Nancy Albert  
Steve Nolder

**Applicable Audience**

Geographic Regions: United States  
Scope: All Calgon Carbon employees

I. PURPOSE

Calgon Carbon is an equal employment opportunity employer and is committed to a proactive program of affirmative action and diversity development. Calgon Carbon will continue to recruit, hire, train, and promote into all job levels without regard to race, religion, gender, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or any other laws for protected individuals at the local, state, or federal levels.

Accordingly, all personnel actions, such as compensation, benefits, transfers, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, national origin, or any other basis prohibited by applicable law.

II. POLICY

It is the policy of Calgon Carbon that every employee has the right to work in an environment where each individual is treated with respect and dignity. Consistent with this policy Calgon Carbon is committed to maintaining a work environment that is free of bias, prejudice and harassment.

Consistent with this policy, it is Calgon Carbon practice to prohibit illegal workplace harassment and discrimination. This prohibition includes forms of harassment that violate state and federal laws, and forms of harassment that may not violate law, but which violate Calgon Carbon Human Resources policies because they are not conducive to creating a respectful work environment for employees.

III. TRAINING

This policy will be trained when:

- Employees are hired into the company and annually thereafter.

IV. APPROVAL

This policy was approved on: 1/1/2015

V. REVIEW



Equal Employment Opportunity Policy

Policy Number: HR 8 - 144

This policy will be reviewed: 2 Years

Reviewed On:	Reviewed By:
Select date	

VI. REVISION

Rev #	Revised On:	Revised By:	Changes Made:
1	Select date.		



## **POST ON PERMANENT BASIS**

**To: CALGON CARBON CORPORATION**

**From: Steve Schott**

**Date: January 2, 2019**

**SUBJECT: LETTER OF COMMITMENT TO EEO & AFFIRMATIVE ACTION**

As a federal contractor, Calgon Carbon is required to establish and maintain an environment of equal employment opportunity. Accordingly, it is Calgon Carbon's policy to provide equal opportunity to all employees and applicants for employment without regard to their race, religion, gender, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, protected veteran status, source of income, pregnancy, appearance, or any other characteristic protected by applicable local, state, or federal law.

Calgon Carbon's equal opportunity policy firmly rejects discrimination based on the above criteria. This policy of non-discrimination shall include, but not be limited to, the following employment decisions and practices: hiring, upgrading, promotions, demotions, transfers, layoffs, recalls, terminations, rates of pay or other forms of compensation, selection for training, including apprenticeship, and recruitment or recruitment advertising.

Employees and applicants of Calgon Carbon will not be subjected to any form of harassment or discrimination for exercising rights protected by, or because of their participation in an investigation or compliance review related to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Veterans Employment Opportunities Act of 1998, or any other federal or state nondiscrimination law, rule, or regulation.

If you believe that you have been discriminated against in any manner as described above, you should notify your supervisor; department manager; or, as an alternative, Executive Director Human Resources Nancy Albert, or myself. Calgon Carbon will continue to direct its management personnel to take such action as may be required to prevent behavior prohibited by this policy. All matters will be investigated and appropriate disciplinary action will be taken, up to and including termination of employment, if necessary. Retaliation against anyone who complains of or witnesses behavior contrary to this policy is also prohibited.

Our commitment is to achieve and maintain excellence through full and equal opportunity, which is fundamental to the existence of Calgon Carbon. It is therefore the policy of Calgon Carbon not only to prohibit discrimination but to go further. The Company will act affirmatively to identify and eliminate barriers that may exclude or impede members of protected groups in their employment. Such affirmative action will address the treatment of persons who are already employees of the Company, as well as applicants for employment.

We have developed and maintain an Affirmative Action Program to serve as a tool to attain diversity at all levels of employment within our workplace.

Nancy Albert, Executive Director Human Resources, will be responsible for leading equal employment initiatives at Calgon Carbon. Her team is responsible for preparation, implementation, and periodic monitoring and reporting of Affirmative Action Program progress to Calgon Carbon management. Fulfillment of our equal employment opportunity goals requires the collective support of every level of CCC leadership. Relevant portions of Calgon Carbon's Affirmative Action Programs for Individuals with Disabilities and for Protected Veterans are available for review upon request by employees and applicants by scheduling an appointment with a member of the Human Resources Department.

Calgon Carbon's Affirmative Action Program is directed at establishing a productive work environment in which all employees can contribute toward the overall Company success. All employees should have the same opportunity to develop their skills and use their full potential. Accordingly, all employment-related decisions shall be consistent with the principles of equal employment opportunity. Thank you for your personal commitment and continued support for this program in 2019.



Stevan Schott  
Chief Executive Officer and President



# SUBMITTAL

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Addenda Acknowledgement



## AGENDA ITEM SUBMITTAL

**Meeting Date:** October 8, 2025

**To:** Water Issues Committee  
Board of Directors

**From:** John Kennedy

**Staff Contact:** P. Parmar/C. Carroll

**Budgeted:** Yes

**Budgeted Amount:** \$80,000

**Cost Estimate:** \$63,677

**Funding Source:** New Equipment

**Program/Item No.:** E25.17110.1038

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: PURCHASE ORDER TO AB SCIEX LLC FOR ONE PAL LIQUID INJECTION SYSTEM FOR AN EXISTING LIQUID CHROMATOGRAPHY / TANDEM MASS SPECTROMETER (LC-MS/MS)**

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### SUMMARY

A budgeted new liquid injection system is required for the laboratory to continue sample analysis for per-and polyfluoroalkyl substance (PFAS) analyses and for contaminants of emerging concern (CECs) with existing instrumentation.

Attachment: Quotation 11046672 from AB SCIEX LLC, dated 09/19/2025.

### RECOMMENDATION

Agendize for October 15 Board meeting: Authorize issuance of Purchase Order to AB Sciex LLC in the total amount of \$63,677 for the purchase of one PAL RSI 537 Liquid Injection System.

### BACKGROUND/ANALYSIS

The District's Philip L. Anthony Water Quality Laboratory ('lab') performs PFAS and CEC analyses in support of many monitoring programs, including for Groundwater Producers, pilot-and full-scale treatment systems, GWRS permit compliance, Santa Ana River monitoring, and basin-wide groundwater monitoring. For these testing methods, the lab has used Liquid Chromatography–Tandem Mass Spectrometry (LC-MS/MS) instruments sample analysis since 2007. The lab currently operates PAL liquid injection systems on the three Sciex LC-MS/MS instruments, two of which primarily analyze PFAS, and one primarily used to analyze for CECs such as pharmaceuticals and personal care products (PPCPs). The oldest PAL system is now 11 years old, no longer supported by the instrument manufacturer, is not compatible with newer versions of the LC-MS/MS instrument software, and needs to be replaced.

With the development of Producer PFAS treatment facilities throughout the OCWD service area, an updated liquid injection sample delivery system with guaranteed service, parts, and compatible with the most up-to-date software is necessary to manage the current and projected increase in PFAS sample workload, as well as to utilize the instrument as a backup for CEC analysis.

As summarized in the table below, lab staff received quotations from three vendors: AB SCIEX LLC, Trajan Scientific Europe Ltd, and Archer Scientific.

<u>Proposers</u>	<u>Price</u>
AB SCIEX LLC	\$63,676.29
Trajan Scientific Europe Ltd	\$59,457.04
Archer Science	\$83,137.00

Staff have concluded that purchasing the PAL RSI 534 liquid injection system from AB SCIEX LLC best meets the laboratory goals for current and future analytical needs, while remaining within the FY25-26 New Equipment budget.

- The District’s lab currently utilizes three PAL sample delivery systems for PFAS analysis. All three of these systems, up until 2025, were supported by a single Sciex service contract. Staff are familiar with the Sciex service engineers that frequent the lab and by purchasing from Sciex a single service contract can be managed for all related systems.
- Sciex is scheduled to install new SciexOS instrument software and have confirmed they can update the software and perform the new PAL installation at the same time. This will reduce the amount of coordination necessary and result in less down time when the new sample delivery system arrives.
- By having a Sciex engineer on site to install the new PAL, they will be able to easily integrate it into the Sciex LC-MS/MS instrument. Another vendor may not be as familiar with the needs of the Sciex instrument and could result in the need to have a Sciex engineer to assist. This could potentially delay the installation and operation of the instrument for sample analysis.

As such, the lab recommends the purchase of one budgeted PAL RSI 534 liquid injection system from AB SCIEX LLC to accommodate the expected increases in PFAS sampling.

### **PRIOR RELEVANT BOARD ACTIONS**

11/17/21, R21-11-167: Authorize issuance of Purchase Order to AB Sciex LLC for an amount not to exceed \$496,540 for the purchase of a Liquid Chromatograph/Tandem Mass Spectrometer

1/22/14, R14-1-3: Authorize issuance of Purchase Order to AB Sciex LLC for an amount not to exceed \$446,240 for the purchase of a Liquid Chromatograph/Tandem Mass Spectrometer

4/20/11, R11-4-57: Authorize issuance of Purchase Order to AB Sciex for an amount not to exceed \$437,133 for the purchase of the 5500 Q Trap system - Liquid Chromatograph / Tandem Mass Spectrometer (LC/MS/MS) instrument



# QUOTATION

**AB SCIEX LLC**  
**1201 Radio Rd**  
**REDWOOD CITY, CA 94065-1217**  
**United States**

Tele : +1 (877) 740-2129 opt 1  
 Fax : +1 (650) 631-4803  
 Email : sales.americas@sciex.com

Quote Number	11046672
Account Number	47126
Quote Date	19-SEP-2025
Valid To	26-SEP-25
Reference	Sciex Internal REF# Q-193348
Freight Terms	SX - Prepaid and Add
Free On Board	Factory
Payment Terms	Net 30 days
Taxable	Yes
Sales Representative	Robert Jackson Haufler
Administrator	Amanda Nguyen

**To:**

Lily Sanchez  
 Orange County Water District  
 18700 Ward St  
 FOUNTAIN VALLEY, CA 92708-6921  
 United States

Tele : 714-378-3344  
 Fax : 714-378-3373  
 Email : lsanchez@ocwd.com

Item No	Part Number	Description	Duration	Quantity	Unit List Price	Unit Net Price	Total Extended Price
1.1	5320823	PAL RSI 534 LIQUID INJECTION SYSTEM WITHOUT SOFTWARE  The PAL RSI 534 liquid injection system with standard x-axis provides a high sample capacity, high throughput, low carryover UHPLC solution with greater flexibility. Includes PAL 534 system with smart reader-equipped z-head, LC-MS tool, wash module with 100 uL Smart Syringe and 2-channel volumetric pump. Does not include valve, valve module, Cool Stacks, vial racks, or software.		1	44,044.37	35,235.50	35,235.50
2.1	P1001224	PAL3 SOFTWARE PACKAGE FOR SCIEX RSI SERIES II SYST  PAL3 Software Package for SCIEX RSI Series II systems		1	26,827.00	21,461.60	21,461.60
3.1	5068975	Boardcom Dual Port Ethernet card  Broadcom dual port ethernet card BCM5720-2P; This part replaces obsoleted part number 1026762.		1	396.98	277.89	277.89

Quotation List Price Total	71,268.35	USD
Less Discount Total	- 14,293.36	USD
Quotation Sub Total	56,974.99	USD
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Estimated Shipping and Handling	1,577.98	USD
Estimated Sales Tax	5,123.32	USD
Quotation Total	63,676.29	USD

The following is a list of optional products and is not included in the total shown above.

Item No	Part Number	Description	Duration	Quantity	Total Extended Price
1.1...1	ABSX LC PROTECT 1PM	ABSX LC PROTECT 1PM CTC PAL3 RSI 534	1 Year	1	4,759.15
4.1	TRNSU211	1 Day Transition to SCIEX OS for SCIEX Triple Quad  <ul style="list-style-type: none"> <li>Overview: This SCIEX Now Learning Hub course is intended to provide you with the necessary knowledge to transition to using SCIEX OS for SCIEX Triple Quad and QTRAP systems. Upon completion of the course, you will be comfortable with creating and optimizing SCIEX OS acquisition methods, performing data acquisition and quantitative data processing, and maintaining and troubleshooting your system. The training process provides a unique blend of self-paced eLearning, instructor led and hands-on training provided at the customer site. More info: <a href="http://sciex.com/training-course-detail">sciex.com/training-course-detail</a></li> <li>Who should attend: Learners who want to gain knowledge about how to use SCIEX OS on SCIEX Triple Quad and QTRAP</li> </ul>		1	3,906.70



# QUOTATION

**AB SCIEX LLC**  
**1201 Radio Rd**  
**REDWOOD CITY, CA 94065-1217**  
**United States**

Tele : +1 (877) 740-2129 opt 1  
 Fax : +1 (650) 631-4803  
 Email : sales.americas@sciex.com

Quote Number	11046672
Account Number	47126
Quote Date	19-SEP-2025
Valid To	26-SEP-25
Reference	Sciex Internal REF# Q-193348
Freight Terms	SX - Prepaid and Add
Free On Board	Factory
Payment Terms	Net 30 days
Taxable	Yes
Sales Representative	Robert Jackson Haufler
Administrator	Amanda Nguyen

Item No	Part Number	Description	Duration	Quantity	Total Extended Price
		systems. • Pre-requisites: This course is intended for those who are experienced with the operation of SCIEX LC-MS systems. • What's included: o 1 Day of instructor led training at the customer site by an experienced SCIEX Applications Support Scientist. o Consumables required to complete the training. o Hands-on training focused on 1 Primary Learner. 2 additional learners can join for observation and content. o Online workflow certificate upon successful completion of final exam. o Enrollment in related self-paced eLearning courses, lectures, reference material and lab exercises on the Learning Hub. o Permanent access to all course materials for reference. o Access to > 100 SCIEX Now Learning Hub Self-paced eLearning, lectures, demonstrations as well as SCIEX Now online Support tools available for up to 3 Learners. o Complimentary follow-up virtual session with an Applications Support Scientist to ensure your success. o Valid for 12 months from date of purchase. See latest course information in the SCIEX Now Learning Hub online catalog: <a href="https://sciex.com/support/training/course-catalog">https://sciex.com/support/training/course-catalog</a>			
5.1	P1001226	PAL3 SOFTWARE PACKAGE FOR SCIEX RSI SERIES 1.5 SYS  PAL3 Software Package for SCIEX RSI Series 1.5 systems		1	21,461.22

Sales tax will be included, if applicable, at time of invoice.

For further information on how SCIEX processes your personal data, please view our Privacy Policy (<https://sciex.com/privacy-policy>).

Please read carefully:

This quotation, and Company's TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND/OR SERVICES, as applicable, (the "TERMS") set forth the terms pursuant to which the Company would sell the product(s) or service(s) listed in this quotation, unless any other valid agreement exists or is executed between you and Company with respect to these products or services. By issuing a purchase order or otherwise ordering or accepting product(s) or services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and the TERMS to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Company, and that the purchase and sale transaction between you and Company is subject to and will be governed by this quotation and the TERMS. The applicable TERMS\*, which are incorporated by reference into this quotation and any resulting contract, can be found on Company's website at <http://www.sciex.com/legal-terms-and-conditions>.

Once on the page, click on the country identified on the top left hand corner of this quotation, and either the "products" or "services" link as applicable. Company products and services are covered by only those warranties set forth in its limited warranty statement\* which can be found at <http://www.sciex.com/warranty>. Operating software and stand alone software is licensed and not sold. The terms of license are included in the End User License Agreement (EULA)\* provided with the software, a copy of which can be found at <http://www.sciex.com/products/software>. \*To obtain a copy of either the TERMS, limited warranty statement or EULA, or if you have any questions, please call Company's customer service department using the contact information supplied on the left hand corner of this quotation.



## AGENDA ITEM SUBMITTAL

**Meeting Date:** October 8, 2025

**To:** Water Issues Committee  
Board of Directors

**From:** John Kennedy

**Staff Contact:** S. Parsons/L. Haney

**Budgeted:** Yes

**Budgeted Amount:** \$65,000

**Cost Estimate:** \$130,000 over 2 years

**Funding Source:** General Fund

**Program/Line Item No.** 1080.53001

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: AGREEMENT WITH BONNIE JOHNSON FOR PRADO VIREO  
MONITORING**

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### SUMMARY

The District's activities in the Prado Basin, including water conservation and wetlands operations, require the District to annually monitor endangered least Bell's vireo, threatened Santa Ana sucker, and nesting migratory birds under multiple federal and state permits. For more than 20 years, Mr. James Pike has been assisting Natural Resources staff in these duties. With Mr. Pike's retirement, staff recommend approval of a professional services agreement with Ms. Bonnie Johnson to serve as his replacement beginning with the 2026 monitoring season.

#### Attachments:

- Bonnie Johnson – Resume
- Bonnie Johnson – Hourly Rate

### RECOMMENDATION

Agendize for October 15 Board meeting: Approve Agreement with Bonnie Johnson to perform biological monitoring services in the Prado Basin not-to-exceed \$130,000 over a two-year period.

### DISCUSSION/ANALYSIS

The District has conducted monitoring and management of the endangered least Bell's vireo in the Prado Basin since the early 1980s. These monitoring requirements are part of the District's offsetting measures for potential impacts to the vireo caused by Prado water conservation and are memorialized in Biological Opinions (BOs) issued by the United States Fish and Wildlife Service (USFWS). The District is required to provide four full-time equivalent biologists to monitor vireo within the spring and summer nesting season. For the past two decades, part of this equivalency has been provided by Mr. James Pike. With his retirement, the District requires a qualified biologist covered under an existing 10(a)(1)(A) vireo monitoring permit to ensure continued compliance with these federal obligations.

Additionally, the District is required to monitor Santa Ana sucker as part of these same water conservation-related BOs and in relation to our Agreement with the California Department of Fish and Wildlife (CDFW) regarding our water right to appropriate 505,000 AFY from the Santa Ana River. Much of this work must be completed by a biologist covered under an existing 10(a)(1)(A) Santa Ana sucker permit. Coverage under a similar 10(a)(1)(A) permit for California least terns is required for monitoring of the least tern population at Burris Basin. Furthermore, the operations and maintenance permits for the Prado Constructed Wetlands issued by CDFW and the United States Army Corps of Engineers (USACE) require monitoring of nesting bird species within the Prado Wetlands.

In March 2025, the District began recruiting for an environmental monitoring/permitting specialist, who would fulfill these monitoring duties and assist the Planning department with permitting requirements. After no suitable candidates were found, the District opted to meet its permitting needs through on-call contracts with environmental consulting firms, while supplementing its monitoring needs through the expansion of the biological contractor's job duties.

Ms. Bonnie Johnson is an experienced field biologist with demonstrated experience in least Bell's vireo, Santa Ana sucker, California least tern, and nesting bird monitoring. As a former OCWD Natural Resources employee, Ms. Johnson is intimately familiar with the Prado Basin and the District as a whole. Ms. Johnson also possesses the required 10(a)(1)(A) permits for the three listed species within OCWD property. As the only biologist with all three required 10(a)(1)(A) permits and with extensive experience with the Prado Basin and OCWD, Ms. Johnson has unique expertise and qualifications not found in other field biologists, as evidenced by the District's failure to find suitable candidates during prior recruitment.

Ms. Johnson's scope of work would include:

1. **Least Bell's Vireo Monitoring** – conducting population and nest surveys of the least Bell's vireo within Prado Basin in accordance with USFWS requirements
2. **On-Call Biological Monitoring** – providing on-call monitoring support during District construction and maintenance activities in Prado Basin, as well as for Santa Ana sucker monitoring in Sunnyslope Creek and the Santa Ana River, and California least tern monitoring in Burris Basin.

Ms. Johnson's qualifications and experience make her exceptionally well-suited to take over these responsibilities. The proposed agreement provides for a two-year contract term, with annual reimbursement at \$65,000 per year, not to exceed \$130,000 over two years.

## **PRIOR RELEVANT BOARD ACTIONS**

02/17/2010, R10-2-33: Board approval of Professional Services Agreement with Mr. James Pike for vireo and wildlife monitoring and services in the Prado Basin at \$55,000/yr for three years, 2010 – 2012.

12/19/2012, R12-12-146: Board approval of Amendment Number One of Professional Services Agreement with Mr. James Pike for vireo and wildlife monitoring and services in the Prado Basin at \$60,000/yr for three years, 2013 – 2015.

12/16/2015, R15-12-174: Board approval of Amendment Number Two of Professional Services Agreement with Mr. James Pike for vireo and wildlife monitoring and services in the Prado Basin at \$63,000/yr for two years, 2016 – 2017.

02/21/2018, R18-02-11: Board approval of Amendment Number Three of Professional Services Agreement with Mr. James Pike for vireo and wildlife monitoring and services in the Prado Basin at \$65,000/yr for two years, 2018 – 2019.

01/22/2020, R20-1-4: Approve Amendment No. 4 to Agreement No. 0637 to extend the agreement for two years through December 31, 2021 and increase the not-to-exceed reimbursement to \$134,000 over the two-year period.

01/19/2022, R22-1-6: Approve Amendment No. Five to Agreement with James Pike for Prado Vireo Monitoring

# Bonnie Johnson

2571 Preakness Way, Norco, CA 92860

[Bjohnson.ocwd@gmail.com](mailto:Bjohnson.ocwd@gmail.com)

951-757-0782

## EDUCATION

Texas Christian University  
Bachelor of Science in Biology

## EXPERIENCE

Santa Ana Watershed Association (SAWA), Riverside, CA, 2025

Biological Monitor, April-July 2025

Conducted surveys and nest monitoring for the endangered least Bell's vireo throughout the Santa Ana Watershed.

Orange County Water District, Fountain Valley CA, 2001-2024

Natural Resources Consultant, 2023-2024

Reviewed and edited numerous biological reports, including permit compliance reports for endangered species (least Bell's vireo, California least tern and Santa Ana sucker).

Habitat Restoration Manager, 2005-2022

Conducted surveys and nest monitoring for the endangered least Bell's vireo in the Prado Basin. Managed the brown-headed cowbird program. Supervised the removal of exotic plant species and native restoration projects. Conducted surveys for the threatened Santa Ana sucker and other native fish for routine wetland operations permit compliance and restoration projects in the Prado Basin and throughout the watershed. Managed the removal of aquatic predators in the Prado Wetlands. Monitored the Huntington Beach and Burris Basin California least tern colonies.

Environmental Specialist, 2001-2005

Conducted surveys and nest monitoring for the endangered least Bell's vireo in the Prado Basin and throughout the watershed. Conducted winter and breeding bird surveys in various drainages throughout the watershed. Conducted surveys prior to and during Arundo removal in the Prado Basin and throughout the watershed to ensure no bird species were affected. Assisted in re-vegetation activities aimed towards producing suitable habitat for the least Bell's vireo. Conducted extensive brown-headed cowbird trapping on dairies and in habitat locations. Assisted in surveys for the threatened Santa Ana sucker using seines and electro-shocking.

## CERTIFICATIONS

Section 10(a)(1)(A) permit for the Santa Ana sucker, least Bell's vireo, and California least tern

To: Sheryl Parsons  
Orange County Water District  
Natural Resources Department

August 25, 2025

From: Bonnie Johnson  
[BJohnson.ocwd@gmail.com](mailto:BJohnson.ocwd@gmail.com)  
951-757-0782

Subject: Hourly Rate for Biological Services

Sheryl,

Per your request, my hourly rate for biological services is \$85/hour. This includes conducting surveys and nest monitoring for least Bell's vireo, on-call construction monitoring in the Prado Wetlands, and on-call Santa Ana sucker and California least tern monitoring.

Thank you for your consideration,

Bonnie Johnson



## AGENDA ITEM SUBMITTAL

**Meeting Date:** October 8, 2025

**To:** Water Issues Committee  
Board of Directors

**From:** John Kennedy

**Staff Contact:** L. Haney/K. O'Toole

**Budgeted:** Yes

**Budgeted Amount:** \$40,000 (year 1)

**Cost Estimate:** \$42,160 (year 1)

**Funding Source:** General Fund

**Program/Line Item No.:** 1044.51112

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: OCWD CONTINUED PARTICIPATION IN ADOPT A CHANNEL PROGRAM**

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### SUMMARY

The District joined Orange County's Adopt A Channel program in 2016 by "adopting" the portion of the Santa Ana River where OCWD conducts recharge operations. OCWD assumed responsibility for graffiti and trash removal and contracted with the Orange County Conservation Corps (OCCC) to perform the work. Staff recommends Board approval to continue participating in the Adopt A Channel program and executing an agreement with OCCC to perform the work for an additional three years.

### Attachments:

- County of Orange Public Works: Adopt A Channel Guidance Manual
- Orange County Conservation Corps Graffiti and Trash Removal Proposal

### RECOMMENDATION

Agendize for October 15 Board meeting:

- 1) Authorize continued participation in the OC Public Works Adopt A Channel program in the portion of the Santa Ana River where OCWD conducts recharge operations; and,
- 2) Authorize issuance of Agreement to the Orange County Conservation Corps to conduct graffiti and trash removal for three years for an annual cost of \$42,160, for a not to exceed total of \$126,480 for three years with an option to renew for up to an additional two years with General Manager approval under the same terms and conditions.

### BACKGROUND/ANALYSIS

The Orange County Flood Control District, through OC Public Works (OCPW), operates and maintains nearly 380 miles of flood control channels and oversees the Adopt A Channel Program in Orange County. The objectives of the Adopt A Channel Program are to improve the physical appearance of the flood control channels, enhance the

environment by removing trash and debris, and increase an awareness of and commitment to keep our waterways clean and healthy. Adoption tasks include regular inspections, removal of trash and debris, and graffiti abatement.

As an early participant in the Adopt A Channel program, OCWD chose to “adopt” portions of the Santa Ana River that are used by the District for recharge operations, as shown in Figure 1. This includes the six-mile stretch the District owns and the approximately two-mile stretch from Ball Road to Chapman Avenue that is owned by the County.

The Board first approved OCWD’s participation in this program in January 2016, OCWD’s adoption was the first for a channel that was not fully concrete-lined. OCWD’s adoption of the Santa Ana River necessitated the County adjusting their program guidelines and encroachment permit terms. Since 2016, OCWD has contracted with Orange County Conservation Corps (OCCC) to perform trash removal and graffiti abatement in the 8-mile OCWD adoption area of the Santa Ana River.

The OCCC is a 501(c)(3) founded in 1993 to provide work for at-risk and disadvantaged youths. The program grants youth a chance to earn a living while learning valuable employment skills through job training and attending an on-site charter school to earn a high school diploma. The group, associated with AmeriCorps, is funded by the California Department of Conservation, individual contributions, grants, and contracts.

While the OCCC is paid through a contract with OCWD, the work in the river channel is supervised by OC Public Works who maintains flood control responsibilities in the channel. OCCC provides annual documentation to OCWD to demonstrate that they have insurance coverage to satisfy District requirements. OCCC is the only authorized contractor OC Public Works has to perform sponsored adoptions. As such, OCWD has requested a proposal from OCCC to continue to program. OCCC’s proposal is included as an attachment.

OCCC proposes to conduct this work for an annual cost of \$42,160. The annual cost of the program for the past three years (2022-2025) was \$33,580. The price increase covers increases in labor, materials, and disposal costs. Photos of graffiti removal are shown in Figure 2.

Staff recommends authorizing continued participating in the OC Public Works Adopt a Channel program, and authorize issuance of an agreement to the Orange County Conservation Corps to conduct graffiti and trash removal for an annual cost of \$42,160, for a not to exceed total of \$126,480 for three years with an option to renew for up to an additional two years with General Manager approval under the same terms and conditions.

Figure 1: Portions of Santa Ana River in the Adopt A Channel Program

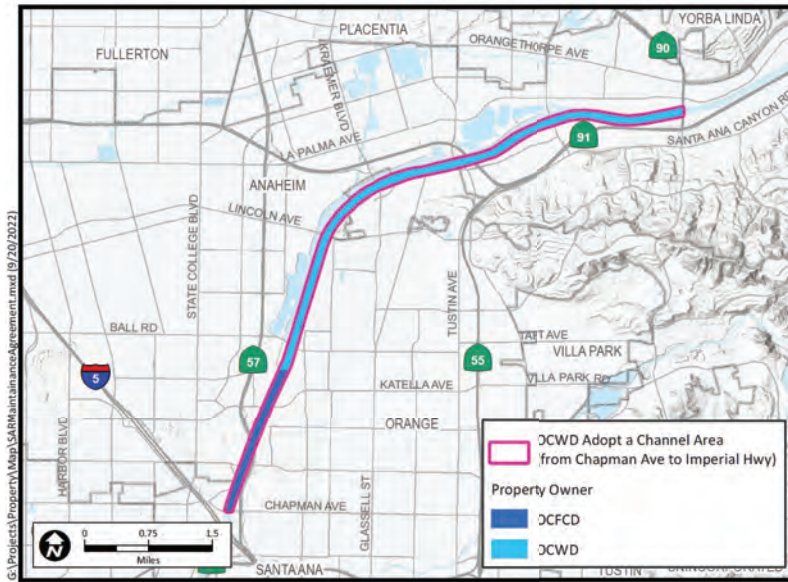


Figure 2: Graffiti Removal along the Santa Ana River, May 2024



## **PRIOR RELEVANT BOARD ACTIONS**

1/20/16, R16-1-3: Approve OCWD participation in County of Orange Adopt a Channel Program, authorize execution of Encroachment Permit Application with Orange County Public Works, and authorize agreement with Orange County Conservation Corps for graffiti and trash removal.

8/21/19, R19-8-119: Authorize continued participation in the OC Public Works Adopt A Channel program; and authorize Amendment 1 to Agreement No. 1136 with the Orange County Conservation Corps to conduct graffiti and trash removal for three years for an annual cost of \$23,334 with a total cost of not to exceed \$70,002.

10/19/22, R22-10-144: Approving continued participation by OCWD in Adopt a Channel Program and approving amendment to agreement with Orange County Conservation Corps to conduct graffiti and trash removal.



# Adopt A Channel Guidance Manual



October 2014  
(Revised December 2023)



ocpublicworks.com

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## Attachments

County of Orange Insurance Requirements  
Adopt A Channel Program Signs  
Adopt A Channel Program Application  
Instructions for Completing the Encroachment Permit  
Orange County Code of Ordinances Title 9, Division 2 (Relevant Sections)

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# Key Terminology

The following are defined terms used within this Manual and will be found capitalized throughout:

“Adopter” is an individual or Organization that has been issued an Encroachment Permit for Adoption by the District; this includes both Volunteer Adoptions and Sponsored Adoptions.

“Adoption” is an activity approved by an Encroachment Permit from OC Public Works allowing community stewardship of a section of District Channel including trash removal and graffiti abatement.

“Adoption Site” is a section of District Channel that has been adopted.

“Applicant” is an individual or Organization who has submitted an Application for participation in the Program, or a Contractor who has submitted an Application on behalf of an individual or Organization for participation in the Program.

“Area Inspector” is the OC Public Works/Operations & Maintenance Area Inspector who is responsible for the Adoption Site. The Area Inspector (or his/her designee) performs reviews of Adoption Sites, conducts Safety Orientations, and monitors performance of Adopter.

“Channel” is a District flood control facility including flood control channels, retention basins, and trash and debris booms.

“Concrete Adoption” refers to any Adoption Site which possess a concrete bed and concrete banks.

“Contractor” is the OC Public Works-approved maintenance service provider who has been hired by a Sponsor to perform Adoption tasks at a Sponsor’s Adoption Site.

“Contractor’s Crew Leader” is the person responsible for supervising work being performed by the Contractor at the Adoption Site.

“Director” is the Director of OC Public Works.

“Displaced Adopter Status” is a preferential waiting list placement status given to an Adopter who is forced to give up their Adoption Site because of construction or other circumstance.

“District” means the Orange County Flood Control District.

“Earthen Adoption” refers to any Adoption Site which possess either an earthen or un-grouted rip-rap bank, or earthen or un-grouted rip-rap bottom.

“Encroachment Permit” is the permit, including any Provisions, issued to the Adopter by the District authorizing Adoption and the performance of Adoption tasks at the Adoption Site.

“Encroachment Permit Application” is the application which is required in order to obtain an Encroachment Permit from the District.

“Graffiti Abatement Inspector” is the OC Public Works/Operations & Maintenance inspector who is responsible for graffiti abatement within the Channels. The Graffiti Abatement Inspector (or his/her designee) performs reviews of Adoption Sites, determines paint color and turnaround time for graffiti removal, and monitors performance of the Adopter.

“Organization” is a business, agency, association, society, club, or a group of individuals joined by a common purpose. Organizations do not need to have a charter, bylaws, or other governing instrument in order to participate in the Program.

“Permit Period” is the length of time for which an Encroachment Permit for Adoption is valid, typically one year.

“Primary Contact” is the individual designated to be the point of contact for OC Public Works regarding an Adoption. This is the Volunteer Site Captain in the case of a Volunteer Adoption and the Contractor’s Crew Leader in the case of a Sponsored Adoption. An alternate contact may be provided by an Adopter.

“Program” is the Adopt A Channel Program administered by OC Public Works.

“Program Application” is the Application that is submitted to the Program Coordinator in order to request the Adoption of a section of District Channel.

“Program Coordinator” is the OC Public Works/OC Environmental Resource staff member responsible for administering the Program.

“Program Sign” is the sign placed at the Adoption Site, including a Recognition Panel, for the purpose of recognizing Adoption under the Program.

“Provisions” are those items included in the Encroachment Permit which establish specific guidelines associated with the Adoption.

“Recognition Panel” is the white, rectangular portion of the Program Sign where the Adopter’s name or logo is displayed.

“Safety Orientation” is the safety training session given to the Primary Contact and other Adopter designees by the Area Inspector prior to beginning Adoption tasks and as deemed necessary by the Area Inspector.

“Sponsor” is an Adopter who has hired a Contractor to perform Adoption tasks.

“Sponsored Adoption” is an Adoption where the Adopter has hired an approved Contractor to perform Adoption tasks.

“Successive Permit” is a new Permit issued upon expiration of an existing Encroachment Permit to the same Adopter at the same Adoption Site.

“Volunteer Adoption” is an Adoption where the Adopter performs Adoption tasks using the Adopter’s own forces.

“Volunteer Site Captain” is the Volunteer Adoption designee who is responsible for supervising work being performed at the Adoption Site.

## 1.0 Purpose of the Program

The Orange County Flood Control District (District), through OC Public Works, operates and maintains more than 380 miles of regional and sub-regional flood control channels in Orange County. These Channels provide a vital service protecting life and property by conveying stormwater runoff to prevent flooding of nearby communities. Along with controlling stormwater runoff, these Channels also collect trash and debris and may be subject to graffiti.

The objectives of the Program are to improve the physical appearance of these Channels, enhance the environment by removing trash and debris, and increase an awareness of and a commitment to keeping our waterways clean and healthy. Adoptions provide community stewardship of these important resources and in return, Adopters are recognized for their contributions through signage and other means.

## 2.0 Adoption Tasks

Adoption tasks can include the following:

- **Trash and Debris Removal:** removing trash and debris on an as-needed basis. The frequency of trash and debris removal is based on the length of time it takes to accumulate excess at the Adoption Site. At a minimum, bi-weekly inspections of the Adoption Site shall be performed, and trash and debris removed on an as-needed basis.
- **Graffiti Abatement:** painting over graffiti on an as-needed basis. Turnaround time for graffiti removal is based on the location of the Adoption Site. For example, a highly visible location will require more frequent attention than a structure in a less visible location. Paint color and turnaround time for graffiti removal shall be determined by the OC Public Works Graffiti Abatement Inspector.

Unless special arrangements are made with OC Public Works, the Adopter shall furnish all labor and materials needed to successfully perform the Adoption tasks. However, an Adoption by a non-profit Organization may be eligible for the supply of litter bags and other cleanup supplies, paint, and/or the removal of filled litter bags by OC Public Works. Adopters are allowed to collect California Refund Value beverage containers from the Adoption Site and turn these items in to a recycling center for the benefit their Organization.

## 3.0 Participation Options

An Adopter may choose one of the following two Adoption formats:

1. A Volunteer Adoption where the Adopter performs Adoption tasks using the Adopter's own forces. An example of a Volunteer Adoption might be a non-profit organization asking for volunteers to assist in a regularly scheduled clean-up of the Adoption Site.

2. A Sponsored Adoption where the Adopter has hired an approved Contractor to perform Adoption tasks. An example of a Sponsored Adoption might be a business that pays for the services of a County-approved contractor to conduct the regularly scheduled clean-up of the Adoption Site.

Additionally, an Adopter may choose either a Concrete Adoption Site or an Earthen Adoption Site, each of which have different requirements based on their designation.

## 4.0 Eligibility Requirements

The Program is open to individuals or Organizations. Adopters must meet minimum liability insurance requirements in order to be issued an Encroachment Permit. Organizations choosing Volunteer Adoptions, but which are unable to meet the minimum liability insurance requirements will require the completion of daily liability waiver forms by their volunteers. For more information regarding minimum liability insurance requirements, please see **Attachment A** of this manual.

## 5.0 Recognition

Adopters will be recognized by the display of their name or logo on a Program Sign posted at the Adoption Site. Each Adopter will be issued a minimum of one sign per Adoption Site however, depending on size and access additional signs may be available on a case by case basis and at the discretion of OC Public Works. A Program Sign's primary purpose is to serve as an educational tool bringing recognition to the importance of protecting our local waterways. Its secondary purpose is to identify the Adopter and their contribution to the Program; not to advertise the Adopter's services, products, or location or initiate a public discourse. Adopters may also choose to dedicate the Adoption to honor or memorialize an individual or individuals. In such cases, the name of the individual or individuals will appear on the Program Sign, in lieu of the Adopter's name. Program Signs will be placed at locations within the Adoption Site that are visible to the public. Placement of the Program Signs will be discussed between OC Public Works and the Adopter. However, final sign design and placement of a Program Sign are at the discretion of OC Public Works.

Program Signs are provided, installed, and maintained by OC Public Works for each Adoption Site at no cost to the Adopter. OC Public Works will replace or repair damaged or vandalized Program Signs and/or Recognition Panels, as needed. More information on Program Signs can be found in **Attachment B** of this manual.

Each Adopter will also be recognized on the Adopt A Channel Website throughout the Permit Period of their Adoption.

## 6.0 Program Application

Any individual or Organization who wishes to participate in the Program should visit the [Adopt A Channel Website](#). To identify a potential Adoption Site, the Applicant should go to the website where a map of the District's approximately 380 miles of flood control Channels can be viewed. If interested in a particular Adoption Site, the Applicant can use the map to determine if the location is potentially eligible for Adoption. Final determination of whether a location is an eligible Adoption Site will be made by the Program Coordinator and communicated back to the Applicant.

The next step is to complete a Program Application which can be found on the [Adopt A Channel Website](#) and is also included as **Attachment C**

of this manual. The completed Program Application may then be submitted via an email link at the bottom of the form. A Contractor may submit an Application on behalf of an Adopter. For more information or for questions in filling out the Program Application, contact the Program Coordinator listed on the web site.

Upon receipt of the Program Application, the Program Coordinator will review the Application and contact the Applicant with any questions or concerns regarding its content. The Program Coordinator will:

- Determine if the proposed Adoption Site has already been adopted. Adoption Sites are offered on a first-come, first-served basis based on the date that a completed Application is received by the Program Coordinator. If a requested Adoption Site is already adopted or is under construction, the Applicant will be notified and may be placed on a waiting list for the Adoption Site or may request another Adoption Site.
- Determine whether or not the Site is eligible for Adoption based on access, presence/absence of sensitive habitat, and other considerations.
- The Program Coordinator will notify the Applicant as to the acceptance or rejection of the Program Application within 45 calendar days of the Program Application's submission date. If the Application was submitted by a Contractor, a copy of the notification will be sent to both the Contractor and the Sponsor.

## 7.0 Encroachment Permit

Upon acceptance of the Program Application, the Applicant will be required to complete an Encroachment Permit Application. For a Contractor to complete the Encroachment Permit Application on behalf of a Sponsor, the Contractor must include a notarized Letter of Authorization from the Sponsor. Instructions for filling out the Encroachment Permit Application can be found in **Attachment D**

of this manual. Upon approval of the Encroachment Permit Application, OC Public Works will issue a "no fee" Encroachment Permit to the Adopter which will be valid for one year and will include the following:

- Name and contact information of the Adopter
- The exact location of the Adoption Site by reference of Channel name, ID number (provided by the Program Coordinator), facility stationing for reference, and cross streets (if applicable)
- Any access restrictions

- A description of the Adoption tasks to be performed (trash and debris removal and/or graffiti abatement)
- Relevant insurance requirements and/or the manner in which the Adopter will meet these requirements
- Other Provisions relevant to the Adoption

The Encroachment Permit must be signed by the Adopter and a Safety Orientation must be scheduled with the Area Inspector before work can begin (see **Section** Error! Reference source not found. below).

Encroachment Permit Provisions are subject to modification or abrogation upon notice by OC Public Works at any time. For example:

- If the litter removal frequency specified on the Adopter's Encroachment Permit is not adequate to keep the site clean, the frequency may be increased.
- If construction occurs in a portion of an Adoption Site, the Area Inspector will decide if it is safe and practical for the Adopter to continue work in the portion not under construction. If so, the beginning and/or ending points of the Adoption Site may be modified and noted in the current Encroachment Permit. If not, the Encroachment Permit may be suspended (see below for information on Displaced Adopters.)

The Director may deny an Encroachment Permit if the Adopter is, at any time, found not to be in compliance with Title 9, Division 2 of the Orange County Code of Ordinances regarding encroachment onto District facilities. Relevant sections of the ordinance can be found in **Attachment E** of this manual. Encroachment Permits may not be transferred to another party without the consent of OC Public Works which would include an amendment of the Encroachment Permit.

### Displaced Adopter

An Adopter in good standing (see Section Error! Reference source not found. below) who has had an Encroachment Permit canceled or suspended due to necessary construction at or near the Adoption site, or due to a change in site classification, will be given Displaced Adopter Status. A Displaced Adopter is allowed to choose one of the following options:

- Allow the Encroachment Permit to be canceled with no further action;
- Select an alternative Adoption Site by amending or applying for a new permit; or
- Be placed on a waiting list until the canceled or suspended Adoption Site is available for re-Adoption. When conditions allow or construction is complete, a new site review will be performed by the Program Coordinator. If the site remains adoptable, the Encroachment Permit's suspension is lifted. If the Encroachment Permit expired during the suspension, the Encroachment Permit will be renewed. If the site is no longer adoptable, the suspended Encroachment Permit will be canceled, and the Adopter notified.

### Permit Period

An initial minimum one year commitment to an Adoption Site is required which can be renewed for two successive years without entering into the formal application process. Successful

Adoptions may be extended for longer periods at the discretion of OC Public Works. Following the one year commitment, an Adopter may cancel its Encroachment Permit at any time without consequence from OC Public Works by contacting the Program Coordinator.

### Permit Renewal

Provided the Adopter has satisfactorily met the terms of the existing Encroachment Permit and the Adoption Site remains suitable for Adoption, an Encroachment Permit can be renewed for an additional year. The Adopter also has the option to notify the Program Coordinator at the end of the one year period that it does not wish to renew the Encroachment Permit.

If the Adopter in a Volunteer Adoption has not satisfactorily met the terms of the existing Encroachment Permit based on review by the Area Inspector or the Program Coordinator, an Encroachment Permit will not be renewed.

If the Contractor associated with a Sponsored Adoption has not satisfactorily met the terms of the existing Encroachment Permit based on review by the Area Inspector or the Program Coordinator, the Sponsor will be required to hire a different Contractor in order to renew the existing Encroachment Permit.

If construction is scheduled in an existing Adoption Site during a subsequent Permit Period, OC Public Works will determine if it will be safe and practical for the Adopter to still work in the Adoption Site. If it is, a new Encroachment Permit will reflect any modified provisions related to the scheduled construction. If it is not safe or practical, the entire site will be classified as not adoptable and the Adopter, if satisfactorily meeting the terms of the existing Encroachment Permit, will be granted Displaced Adopter Status.

Notwithstanding the above, OC Public Works reserves the right to establish a limit to the number of Encroachment Permit renewals and is under no obligation to renew an existing Encroachment Permit even with satisfactory performance.

## **8.0 Safety**

A mandatory Safety Orientation will be provided by the Area Inspector at the approved Adoption Site prior to beginning any work associated with the Adoption. The purpose of the orientation is to ensure that the Volunteer Site Captain or the Contractor's Crew Leader, at a minimum, understands the requirements set forth in the Encroachment Permit and the importance of appropriate safe practices. Since each Adoption Site is different, information specific to each site will be discussed, and therefore the Safety Orientation is mandatory for the Volunteer Site Captain or the Contractor's Crew Leader for each Adoption Site. Alternates and other representatives of the Adopter are encouraged to attend.

The AAC Administrative Support Staff must contact the Program Coordinator, O&M Area Inspector, and Volunteer Site Captain or Contractor's Crew Leader to schedule the Safety Orientation. Contact information for the Area Inspector will be provided to the Adopter at the Safety Orientation. It is the responsibility of the Site Captain or Contractor's Crew Leader to notify the County's O&M Area Inspector at least five days prior to cleaning the Adoption site.

A Safety Orientation is required in each of the following situations:

- When a new Encroachment Permit is issued;
- When a new Volunteer Site Captain or Contractor's Crew Leader is designated during the Permit Period (the Safety Orientation must be conducted by the Area Inspector and cannot be conducted by the previous Volunteer Site Captain or Contractor's Crew Leader);
- After construction resulting in an Encroachment Permit's suspension (a new Safety Orientation is required before the Encroachment Permit's suspension can be lifted); or
- At the request of an Area Inspector (the Area Inspector may request a corrective Safety Orientation at any time during the Permit Period if an Adoption is found to be in violation of Encroachment Permit provisions related to safety).

Upon renewal of an existing Encroachment Permit, a Safety Orientation is not required if the Safety Orientation form on file from the previous Permit Period is signed by the same Volunteer Site Captain or Contractor's Crew Leader designated for the successive Permit Period. It is the responsibility of the Site Captain or Contractor's Crew Leader to notify the Program Coordinator of any changes to the assignment of a new Site Captain or Contractor's Crew Leader.

## 9.0 Performance Monitoring

Performing work under an Encroachment Permit constitutes acceptance by the Adopter of all Provisions listed in the Encroachment Permit as well as conformance with Title 9, Division 2 of the Orange County Code of Ordinances (**Attachment E**). An Adopter's performance is monitored by the Area Inspector to ensure compliance with the Encroachment Permit and to determine whether or not the quality of work performed is satisfactory. If an Encroachment Permit violation occurs, OC Public Works shall take one of the following actions.

### Informal Verbal Warning

An informal verbal warning is instructive in nature and is intended to correct work performance problems and encourage safe performance of the Adoption tasks. The violation(s) and any corrective action required will be clearly communicated to the Adopter by the Program Coordinator or Area Inspector and documented for future reference.

- Volunteer Adoptions: Verbal contact is made with the Volunteer Site Captain to point out the violation(s).
- Sponsored Adoptions: Verbal contact is made with the Contractor's Crew Leader to point out the violation(s). A Sponsor is not contacted when its Contractor receives an informal verbal warning.

### Formal Written Warning

A formal written warning is admonitory in nature and informs the Adopter that an Encroachment Permit can be revoked if the violation(s) continue. The violation(s) and any corrective action required will be clearly communicated in writing (including electronic means) to the Adopter by the Program Coordinator or Area Inspector and documented for future reference.

- Volunteer Adoptions: A warning letter is sent to the Adopter's Primary Contact identifying the violation(s) which occurred and setting a deadline by which the violation(s) must be corrected.
- Sponsored Adoptions: A warning letter is sent to the Sponsor's Primary Contact identifying the violation(s) committed by the Sponsor's Contractor and setting a deadline by which the Contractor must correct the violation(s). The Contractor's Crew Leader is copied on the warning letter.

### Revoking an Encroachment Permit

OC Public Works will revoke an Encroachment Permit under the following circumstances:

- An Encroachment Permit is revoked if a third formal written warning is issued. The three warnings need not be for the same violation.
- OC Public Works may immediately revoke the Encroachment Permit of an Adopter whose workers act with a deliberate disregard for their own safety, the safety of OC Public Works employees, or the safety of the public.

### Disqualification from Future Participation

If a Volunteer Adopter has three Encroachment Permits revoked, the Organization associated with the Adoption will be disqualified from any future participation in the Program. If a Contractor has three Encroachment Permits revoked, all of the Contractor's Encroachment Permits, regardless of the Sponsor, are revoked and the Contractor is disqualified from any future participation in the Program. If a Sponsor's Encroachment Permit is revoked as a result of disqualification of the Sponsor's Contractor, the Sponsor is not disqualified from future participation in the Program. The Sponsor must choose a different Contractor within 30 days of the previous Contractor's disqualification in order to maintain the existing Adoption.

## **10.0 Contact Information**

Questions regarding the Program may be answered by visiting the [Adopt A Channel Website](#) or contacting the Program Coordinator at (714) 955-0600.

**Attachment A**  
County of Orange Insurance Requirements

## Minimum Liability Insurance Requirements

The following documents identify the minimum insurance requirements needed to qualify as a Sponsored Adopter in the Program. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier). If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

COUNTY OF ORANGE  
INSURANCE REQUIREMENTS  
PERMITTEES

Permittees shall be required to provide the County of Orange with verification of General Liability insurance with a **minimum** limit per occurrence of One Million Dollars (\$1,000,000). The policy of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) and have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States** or **ambest.com**). If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The insurance certificate as well as an Additional Insured Primary Endorsement shall name the County of Orange, Orange County Flood Control District and the State of California as additional insureds, and shall state that such insurance shall be primary and non-contributing with any insurance or self-insurance maintained by the County of Orange, Orange County Flood Control District and the State of California. Permittee must give the County of Orange thirty (30) days written notice prior to cancellation of coverage (see No. 3 below).

=====

**Certificate of Insurance and Endorsement:**

1. The certificate holder shall be County of Orange, County Property Permits, P.O. Box 4048, Santa Ana, CA 92702-4048.
2. Additional insured shall be specifically spelled out in the Description of Operations section of the certificate as well as on the Additional Insured Primary Endorsement. The Additional Insured coverage shall be provided using ISO form CG 20 12 05 09 or a form at least as broad. For events or works within County roads, County Flood Control areas, the additional insured shall be: **COUNTY OF ORANGE, ORANGE COUNTY FLOOD CONTROL DISTRICT AND THE STATE OF CALIFORNIA OR AS REQUIRED BY WRITTEN AGREEMENT. This endorsement shall also contain the following wording:**  
  
"It is agreed that any insurance or self-insurance maintained by the County of Orange, Orange County Flood Control District and the State of California shall apply in excess of, and not contribute with, insurance provided by this policy".  
  
**NAMING THE COUNTY OF ORANGE, ORANGE COUNTY FLOOD CONTROL DISTRICT AND THE STATE OF CALIFORNIA AS ADDITIONAL INSUREDS AND PROVIDING PRIMARY AND NON-CONTRIBUTORY WORDING ON THE CERTIFICATE ONLY IS NOT ACCEPTABLE AND YOUR INSURANCE WILL BE REJECTED. THERE ARE ABSOLUTELY NO EXCEPTIONS TO THIS POLICY.**
3. Permittee shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Permit, upon which the County may suspend or terminate this Permit.
4. The certificate shall show the name of the insured, the expiration date of the policy, the coverage provided, the limits of insurance, declare any deductible or self-insured retention (SIR), and specify the name of the insurance company and NAIC number providing coverage.

Attached you will find a sample of an Additional Insured Endorsement with the required primary non-contributory language. A separate endorsement can be submitted for the primary non-contributory requirement providing coverage at least as broad.

Should you require any further clarification or desire additional information, please contact County Property Permits at (714) 667-8888.

County/Flood (8/13)

ACORD		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YY)	
<b>PRODUCER</b> <b>SAMPLE CERTIFICATE</b> Insurance Agency  Name & Address		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
		<b>COMPANIES AFFORDING COVERAGE</b>				
		COMPANY <b>A</b> Insurance Company and NAIC#				
		COMPANY <b>B</b>				
		COMPANY <b>C</b>				
		COMPANY <b>D</b>				
<b>INSURED</b>  Insured's name & address						
<b>COVERAGES</b>						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED TO PAY CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT PROT	ABC 123456	1/1/2013	1/1/2014	GENERAL AGGREGATE	\$
					PRODUCTS-COMP/CP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
A	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	
					AGGREGATE	
B	<b>WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY</b> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS	\$
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	<b>OTHER</b>					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
Name the County of Orange, Orange County Flood District and the State of California as Additional Insureds with primary non-contributory coverage by endorsement(s). See items 2 and 4 on page A of County of Orange Insurance Requirements Permitees.						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
COUNTY OF ORANGE COUNTY PROPERTY PERMITS P.O. BOX 4048 SANTA ANA, CA 92702-4048				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE		

POLICY NUMBER: ABC 123456

COMMERCIAL GENERAL LIABILITY  
CG 20 12 07 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED –  
STATE OR POLITICAL SUBDIVISIONS – PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

State Or Political Subdivision:

County of Orange, Orange County Flood Control District and the State of California

Or

As required by written agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality, or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard"

**It is agreed that any insurance or self-insurance maintained by the County of Orange, Orange County Flood Control District and the State of California shall apply in excess of, and not contribute with, insurance provided by this policy.**

## Excess Volunteer Liability Insurance

Those Volunteer Adopters not able to meet the minimum insurance requirements may qualify for coverage under the County's Excess Volunteer Liability Insurance. If this is the case, all volunteers registered as "County" volunteers and coordinated through a Volunteer Adoption, but not a Sponsored Adoption, are provided with excess volunteer liability insurance at a limit of \$1,000,000 per occurrence (subject to an annual aggregate). This policy provides protection if the volunteers are liable for bodily injury or property damage arising out of the performance of their duties. This coverage is in excess of and noncontributing with any other valid and collectible insurance the volunteer may have.

Coverage through the County's Excess Volunteer Liability program is restricted to participants who are registered as "County" volunteers even though they may be coordinated by a Volunteer Adopter. It is the Volunteer Site Captain's responsibility to register any and all volunteers prior to conducting work. It is OC Public Works' responsibility to verify registration and track these volunteers to ensure that they are covered by the excess liability insurance and that statistical information required to calculate the County's annual premium, is compiled.

Sponsored Adoptions do not qualify for coverage under the County's Volunteer Excess Accident/Liability Insurance.

# **Attachment B**

## Adopt A Channel Program Signs

## Purpose

OC Public Works will recognize participation in the Program by displaying the Adopter's name on a Program Sign. A Program Sign's primary purpose is to serve as an educational tool bringing recognition to the importance of protecting our local waterways. Its secondary purpose is to identify the Adopter and their contribution to the Program; not to advertise the Adopter's services, products, or location or initiate a public discourse.

## Recognition Panels

### Standard Recognition Panel

OC Public Works provides a standard Recognition Panel at no cost to the Adopter. A standard Recognition Panel displays the Adopter's name in black lettering, using a standard font. An Adopter may choose to provide OC Public Works with artwork containing its name in a different font however final design is up to the discretion of OC Public Works.

- Standard Recognition Panel with logo

The logo of an Organization or business can be used in the Recognition Panel. (A Recognition Panel for an individual may not display a logo.) The Adopter must prepare the logo artwork and provide it to OC Public Works.

In all circumstances, the final appearance and content of Recognition Panels is solely determined by OC Public Works. All Recognition Panels must be compliant with the standards set forth below:

- Recognition Panels shall display one of the following:
  - The name and/or logo of the Organization listed on the Application;
  - The name of the individual(s) or family name listed on the Application; or
  - The words, "In Memory of," plus the name of the individual(s) in whose memory the Adoption is being made, as listed on the Application.
- Recognition Panels shall not display:
  - Graphics or borders that are not part of a logo.
  - Wording or a logo that is considered offensive or sexually explicit.
  - Adopter names or logos that violate the law.
  - Any form of advertising, including street, email, and Internet addresses, directions, telephone numbers, dates, slogans, products, or services. This includes words in a logo that are not part of the Adopter's name.

## Program Sign Maintenance

The following guidelines apply to sign maintenance:

- OC Public Works will replace or repair damaged or vandalized Program Signs and/or Recognition Panels as needed. However, maintenance, repair, and/or replacement of a warning sign or a regulatory sign has priority over the repair and/or replacement of a Program Sign. A person caught vandalizing a Program Sign or Recognition Panel will be prosecuted to the full extent of the law.

- A Program Sign at a location about to undergo construction will be removed and stored by OC Public Works. After the construction is complete and a site review has determined that the Adoption Site is still adoptable, OC Public Works will reinstall the Program Sign.
- OC Public Works will only change or modify a Recognition Panel in good condition following the renewal of an existing Encroaching Permit and only if the Adopter is actively using a new logo. If the Adopter wishes to modify their Recognition Panel prior to the expiration of the existing Encroachment Permit, they may do so at their own expense.
- Anytime a Recognition Panel is replaced, the new panel must be compliant with the Recognition Panel design rules below.
- A Program Sign that is altered or decorated by an Adopter or a Contractor will be removed and the Adopter's Encroachment Permit may be canceled

## **Recognition Panel Design Rules**

### Logos

Organizations may display logos on their Recognition Panels. Logos containing words other than the Organization name are not permitted under any circumstance.

### Decorative Type

Only logos can contain stylized lettering. Otherwise, individual and organization names must be displayed in standard lettering (such as Helvetica or Arial). Lettering must be either all capitals or all upper and lower case.

### Use of Colors

Colors are permitted, however, the use of red, orange, or yellow (or any combination thereof) for logos and lettering shall not exceed 30% of the panel. Fluorescent, neon, reflective, or 'day glow' colors may not be used. Unless part of a logo, Organization names must be in a single color.

### 50% White Background

The area covered by the name and/or the logo cannot exceed 50% of the panel. In other words, at least 50% of the panel must retain its reflective white background. The panel design must allow for white margins on all four sides of the panel. A 1-inch margin is required on small Program Signs and a 2-inch margin is required on large Program Signs. Margin area is counted toward the 50% white background requirement but white lettering is not.

### Same-Named Entities

If necessary to distinguish an Organization from another with the same name, the panel may display a community name. If there is more than one same-named business in a community, the business' street name may be displayed instead of the community name. If an Organization can be uniquely identified by a number, such as a club or post number, it may display either the number or the community name but not both.

Dedications

Only the words, “In Memory of...,” or “In Honor of...” plus an individual’s name(s) are permitted.

Web-Based Entities

Only entities that operate exclusively on the Internet and whose legal Organization name is the same as appears in their Internet domain name are permitted to display their domain name on a Recognition Panel.

Although there is advertising value inherent in Program Signs, they are not a forum for advertising or public discourse. Their purpose is to recognize who is providing the Adoption service, not what services they provide, what products they sell, or where they are located. Therefore only the name and/or logo of the Adopter may be displayed.

In all circumstances, the items to be displayed on Recognition Panels are solely determined by OC Public Works.



# **Attachment C**

## Adopt A Channel Program Application



## SPONSORED ADOPTION

### APPLICANT INFORMATION

Date of Application:				
Name of Organization Seeking to Adopt:				
Address		City	State/Zip	
Email		Tel		
Has the Organization Previously Adopted a Channel?				
Yes		No		
If Yes, Provide Dates and Location(s):				

### CONTRACTOR INFORMATION

Name of Contractor:				
Primary Contact Name:				
Address		City	State/Zip	
Email		Tel		
Contractor Contact Information				
Address		City	State/Zip	
Email		Tel		
Filing on behalf of the Sponsoring Organization?				
Yes		No		
Does the Contractor Have Previous Adopt A Channel Experience?				
Yes		No		
If Yes, Provide Dates, Location(s) and a Brief Description of Activities:				

### ADOPTION SITE INFORMATION

Channel Name and/or Location Requested for Adoption: [Please refer to the <a href="#">Adopt A Channel Maps</a> for potential locations and cross streets]	
Please Provide Any Additional Information Pertaining to the Proposed Channel Adoption Site:	

*Continued on Next Page >>>*

# AAC Program Application



## PROGRAM SIGN RECOGNITION PANEL

<b>Provide Organization Name As You Would Like It to Appear on the Recognition Panel:</b>
<b>Provide Description of Logo or Insert Image, if Available:</b>
<b>Provide Wording for Dedication (e.g. In memory of...), if Applicable:</b>



## APPLICATION FORMS MAY BE SUBMITTED TO OC PUBLIC WORKS VIA ONE OF THE FOLLOWING:

**EMAIL:** [ocadoptachannel@ocpw.ocgov.com](mailto:ocadoptachannel@ocpw.ocgov.com)  
**MAIL:** OC Public Works  
 Attn: Adopt A Channel Application  
 2301 N. Glassell St., Orange, CA 92865  
**FAX:** (714) 955-0639

If you need assistance or have questions while completing this form, please call us at (714) 955-0600.

### FOR OFFICIAL USE ONLY

<b>Date Received</b>		<b>Status</b>	
<b>Notes</b>			

2301 N. Glassell St., Orange, CA 92865 | T 714.955.0600 F 714.955.0639 | [ocadoptachannel@ocpw.ocgov.com](mailto:ocadoptachannel@ocpw.ocgov.com)



## VOLUNTEER ADOPTION

### APPLICANT INFORMATION

<b>Date of Application:</b>				
<b>Name of Organization Seeking to Adopt:</b>				
<b>Address</b>	<b>City</b>	<b>State/Zip</b>		
<b>Email</b>		<b>Tel</b>		
<b>Has the Organization Previously Adopted a Channel?</b>				
<b>Yes</b>	<b>No</b>			
<b>If Yes, Provide Dates and Location(s):</b>				

### ADOPTION SITE INFORMATION

<b>Channel Name and/or Location Requested for Adoption:</b> [Please refer to the <a href="#">Adopt A Channel Maps</a> for potential locations and cross streets]
<b>Please Provide Any Additional Information Pertaining to the Proposed Channel Adoption Site:</b>

### PROGRAM SIGN RECOGNITION PANEL

<b>Provide Organization Name As You Would Like It to Appear on the Recognition Panel:</b>
<b>Provide Description of Logo or Insert Image, if Available:</b>
<b>Provide Wording for Dedication (e.g. In memory of...), if Applicable:</b>



*Continued on Next Page >>>*



**APPLICATION FORMS MAY BE SUBMITTED TO OC PUBLIC WORKS VIA ONE OF THE FOLLOWING:**

**EMAIL:** [ocadoptachannel@ocpw.ocgov.com](mailto:ocadoptachannel@ocpw.ocgov.com)  
**MAIL:** OC Public Works  
**Attn:** Adopt A Channel Application  
 2301 N. Glassell St., Orange, CA 92865  
**FAX:** (714) 955-0639

If you need assistance or have questions while completing this form, please call us at (714) 955-0600.

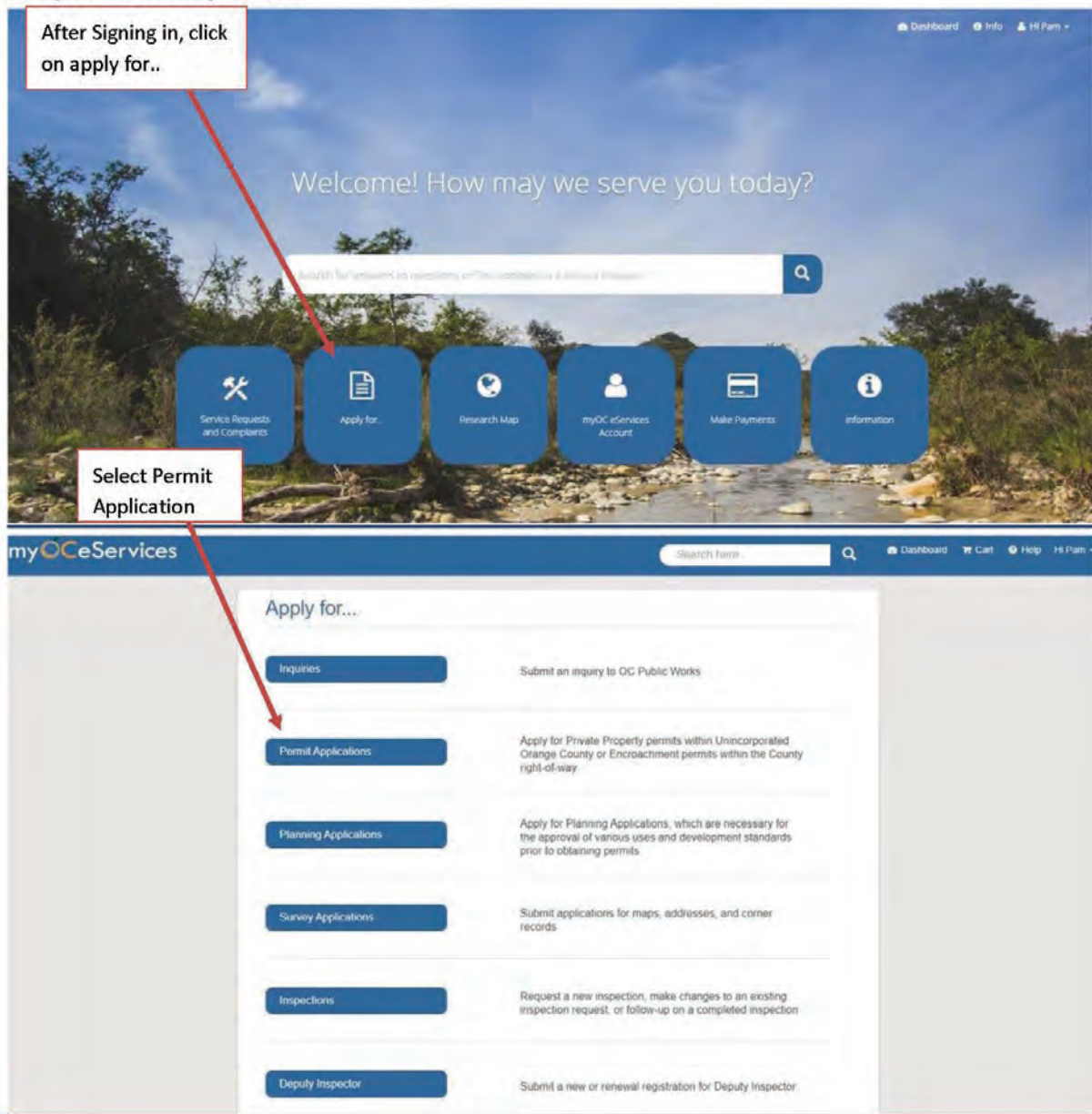
**FOR OFFICIAL USE ONLY**

Date Received		Status	
Notes			

## **Attachment D**

Instructions for Completing the  
Encroachment Permit Application  
(County Property Permit Application)

Please see screen shots below for all information that you need to provide. If the field are left blank in the screen shots you do not need to provide any information in those fields for Adopt a Channel permits.



## New Permit Application

Utilize the form below to submit a permit application. Make selections from the drop-down menus below in order to identify the appropriate permit application type. Select 'Submit Multiple Permits' to apply for more than one permit type concurrently. All fields with an asterisk (\*) must be completed in order to submit the application. Please be as detailed as possible when providing additional information.

Please be advised that submitting incomplete plans and/or other requested documentation may result in additional corrections and/or lengthen the plan check process. Additionally, plan checks performed after the third review will be charged additional fees on a time and material basis.

Submit Multiple Permits

Step 1 : Permit Application Group/Service \*

Encroachment Permits

Encroachment Permits are required for projects located within the County of Orange Right-of-Way. If you have any questions regarding permit requirements, please contact the Permitting Division at (714) 667-8668.

Step 2 : Permit Application Type \*

Flood Encroachment

Select this application type to view all Flood Encroachment subtypes below.

Step 3 : Primary Scope of Work \*

Access Flood (Major)

Flood Encroachment - Access Flood (Major)

Including but not limited to:

- Special Event
- Filming
- Holiday Lights/Decorations
- Adopt-A-Channel





Select Start

Start

### Step 1: Encroachment Permits

### Step 2: Flood Encroachment

### Step 3: Flood Access (Major)

Please complete all required information. All fields with an "\*" must be completed in order to submit the application. Please be as detailed as possible.

**Step 1: Existing Project**  
Identify if the permit application being submitted is related to an existing project.

• Is this for an existing project?  Yes  No

• Project Name  
Text Adopt a Channel

• Project Description  
Text Adopt a Channel Permit

**Step 2: Project Location**  
Click on the location marker icon to search for your project location. Once a location is selected, it will be added to the list. Multiple locations can be selected and added to the list. If necessary, if you are unable to select a parcel or if this feature is not working, please try using a different internet browser such as Chrome, Safari, or Firefox.

Select Parcels  
- No Parcel Selected -

**Step 3: Permit Description**  
Provide a detailed description regarding the permit application scope of work.

Permit Description  
Temporary address for the removal of debris and wash on a routine basis needed with a 0.63 mile portion

is this part of a reimbursement agreement?

Trust Account #  
\_\_\_\_\_

Trust Account Name  
\_\_\_\_\_

Number of Units  
\_\_\_\_\_

[Related Address](#)

**Step 4: Parcel Related Address**  
If the project location is associated with multiple addresses, identify the appropriate address by using the "Related Address" button.

**Step 5: Additional Location Information**  
If unable to locate the correct property point using the map viewer, please provide additional location information such as Lot Long or a location description.

Additional Location Information  
Blaze Channel (0.63) beginning at La Esca Road from the concrete skirt to the existing path boom (0.63) (near foot) south of La Esca Sports Park and north of La Esca (near) Rosalina Park

**Step 6: Code Enforcement Case**  
If related to an open Code Enforcement case, provide the case information here. If unsure, please leave blank.

Related to a Code Enforcement Case?

Code Enforcement Number  
\_\_\_\_\_

**Step 7: Permit Pulled As**  
Indicate the role of the individual that

Permit Pulled As  
Permitted

Complete all required fields (See note below)

Please note that attaching a parcel is not required to submit for Adopt a Channel Permits as your description/Additional location information will indicate a location.

Existing Project: No

Project Name: Create a project name (please include the channel name).

Additional Location Information: Please input the location information provided from Kim Buss/Ryane Staley

Permit Pulled as: Permittee

**myOCeServices** Search here Dashboard Cart

### New Permit Application

Access – No Construction (Non Commercial) - 1-6 months

Project Information Contacts Assignments Summary

Please complete all required information. All fields with an "\*" must be completed in order to submit the application. Please be as detailed as possible.

**Step 1: Contacts**

Provide all contacts associated with the permit application, such as the owner, applicant, contractor, architect, engineer, designer, etc. Please provide as much information as possible for each contact entered. The same contact may be provided more than once, should the contact have multiple roles.

Provide all contacts associated with the permit application, such as the owner, applicant, contractor, architect, engineer, designer, etc. Please provide as much information as possible for each contact entered. The same contact may be provided more than once, should the contact have multiple roles.

Name	Type	Financially Responsible Party	Edit Contact(s)
Pam Halpert	Applicant	YES	

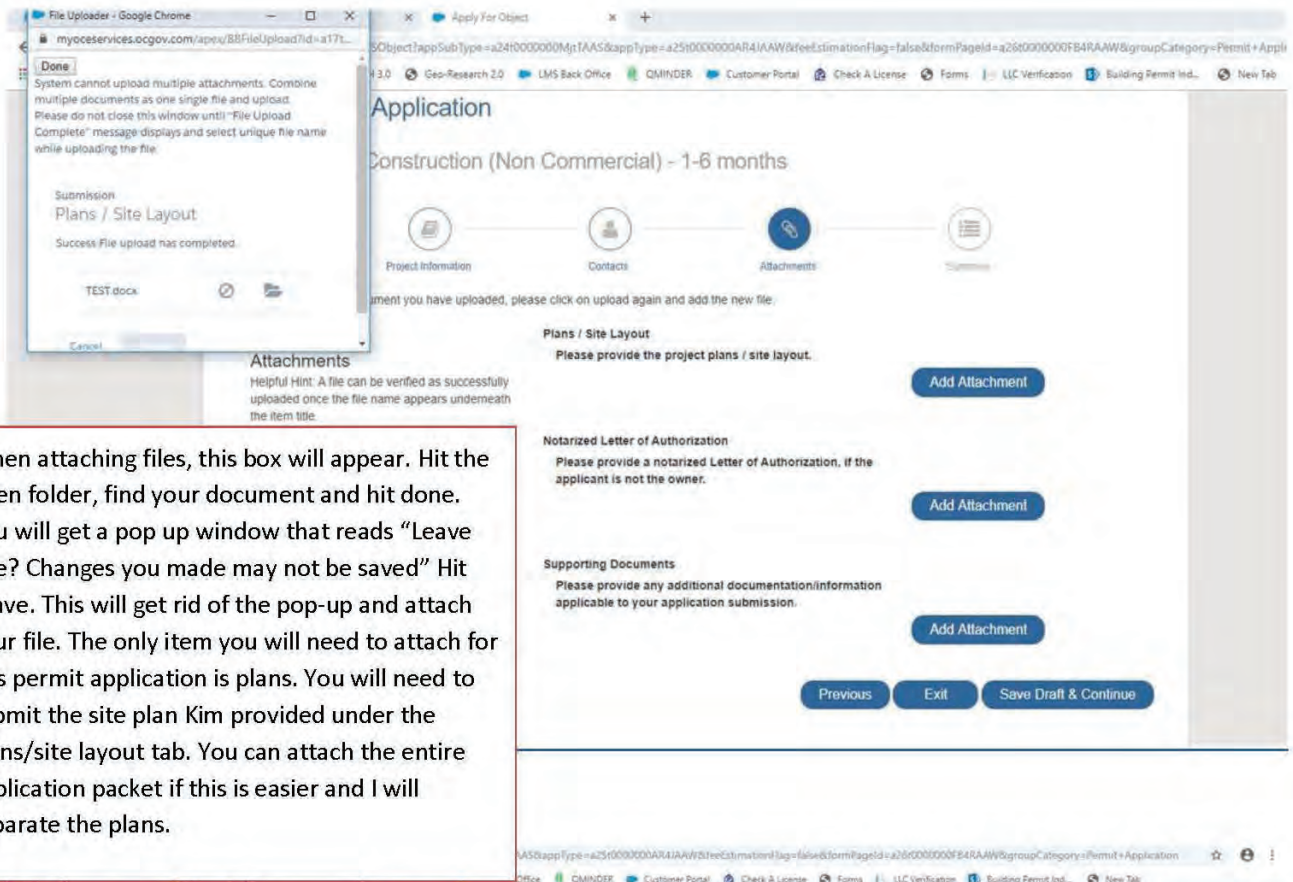
The following contact roles must be provided before submitting the application:

Applicant

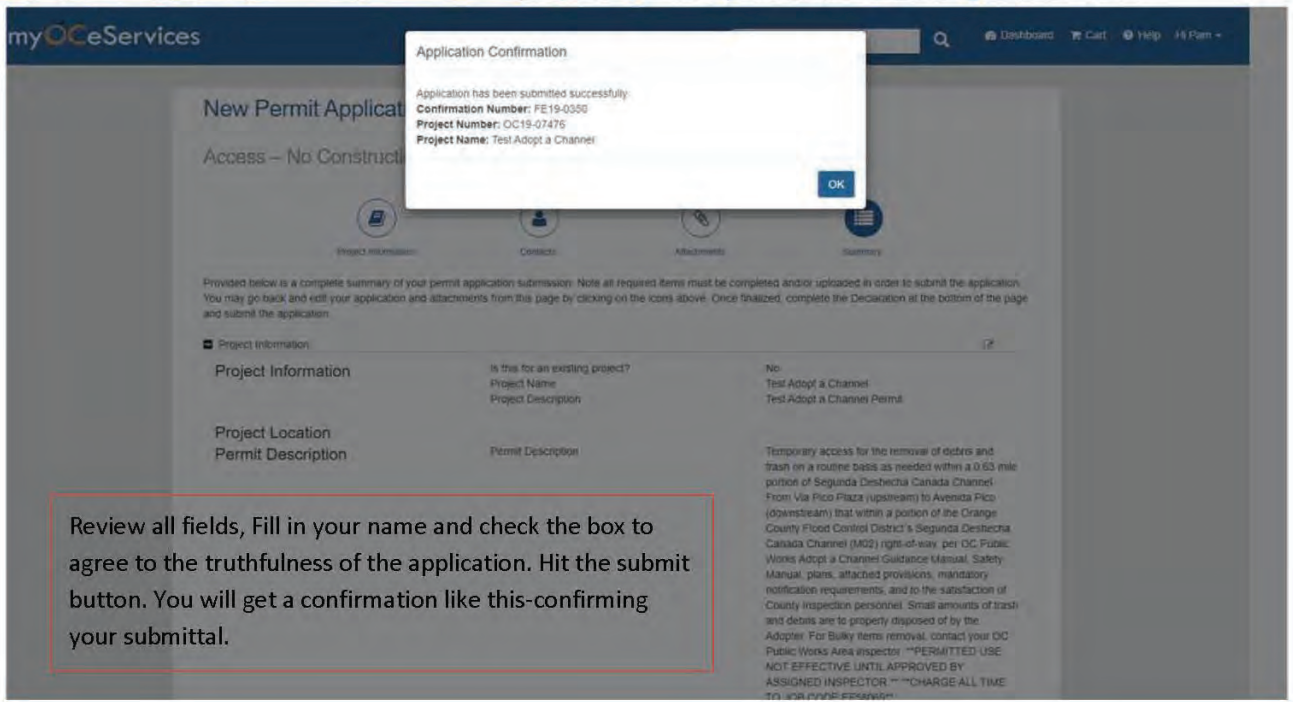
Previous Edit Save Draft & Continue

Add any additional contacts and use the designate FRP button to designate one of the contacts as FRP (Note: FRP is not required in this permit as there are no fees, however, the system does not recognize that so you must designate one contact). Hit the Save draft and continue button.

**Please note that you will need to have an applicant and permittee in order to proceed with your permit. You can use yourself as the applicant and your organization as permittee.**



When attaching files, this box will appear. Hit the open folder, find your document and hit done. You will get a pop up window that reads "Leave Site? Changes you made may not be saved" Hit Leave. This will get rid of the pop-up and attach your file. The only item you will need to attach for this permit application is plans. You will need to submit the site plan Kim provided under the plans/site layout tab. You can attach the entire application packet if this is easier and I will separate the plans.



Review all fields, Fill in your name and check the box to agree to the truthfulness of the application. Hit the submit button. You will get a confirmation like this-confirming your submittal.

The screenshot shows the myOCeServices dashboard. The left sidebar menu includes: Dashboard, Service Requests/Complaints, Inquiries, Permit Applications (highlighted with a red arrow), New, Draft, Submitted, Issued, Closed, Expired, Planning Applications, Survey Applications, Inspections, Ag Comm. Weights & Measures Registration, and Projects and Packages. The main content area has a 'Welcome to your Dashboard' message, a search bar, and a section titled 'My Recently Submitted Items' containing a table with one row of data.

Number	Type	Status	Date Created	Action Required	Applicant Next Steps
FE19-0350	Permit	Initiated	10/01/2019	No	

Once submitted, you can locate your permit in your dashboard under recently submitted Items or Under Permit Applications on the left hand menu

**Attachment E**  
Orange County Code of Ordinances **Title 9, Division 2**  
(Relevant Sections)

### **Sec. 9-2-30. Compliance with terms of encroachment permit.**

Any act done under the authority of a written encroachment permit, issued pursuant to the provisions of section 9-2-40, shall be done in accordance with the applicable provisions of section 9-2-40 and section 9-2-50, and the terms and conditions of such permit.

*(Ord. No. 98-1, § 1, 2-3-98)*

### **Sec. 9-2-40. Issuance of an encroachment permit.**

- a) Encroachment permits may be issued pursuant to County procedures for encroachment permits described in the Orange County Encroachment Permit Manual maintained by the Orange County Public Facilities and Resources Department.
- b) The Permit Issuing Officer shall receive all applications for encroachment permits and shall provide all application forms as are necessary for the convenience of the public and the economic and efficient administration of the permit process.

*(Ord. No. 98-1, § 1, 2-3-98)*

### **Sec. 9-2-50. Encroachment permit fee and contents.**

- a) The Board of Supervisors shall annually provide by resolution the amount of each fee to be charged for each application or encroachment permit or both. Such fee shall be payable in accordance with the resolution and shall not be refundable.
- b) The encroachment permit shall contain:
  - (1) The date of issuance;
  - (2) Date of expiration;
  - (3) A description of the type of encroachment;
  - (4) The location or locations of the encroachment;
  - (5) The signature of the issuing officer; and,
  - (6) Such other matters the Permit Issuing Officer deems appropriate.

*(Ord. No. 98-1, § 1, 2-3-98)*

### **Sec. 9-2-60. Duration of encroachment permit.**

The Director shall establish durations for encroachment permits as described in the Orange County Encroachment Permit Manual approved and maintained by the Director of the Orange County Public Works Department<sup>1</sup>, unless otherwise provided by resolution by the Board of Supervisors

*(Ord. No. 98-1, § 1, 2-3-98)*

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<sup>1</sup> In 2004, the decision was made to merge two departments which included Orange County Public Facilities and Resources Department and Planning and Regulation Divisions (PRFD and PDSD) to create the Resources and Development Management Department (RDMD). In 2008, RDMD was renamed to OC Public Works (OCPW) Department.

Source: <http://www.ocpublicworks.com/about/history>

**Sec. 9-2-70. Conditions for denial of an encroachment permit.**

The Director shall deny the application for an encroachment permit if he finds:

- a) The encroachment will be detrimental to the use of the District property for flood control purposes, or any other purpose as defined in the Orange County Flood Control Act, or be detrimental to the public safety, public health, public morals, or public order.
- b) The applicant has made any false or misleading statements in his application.
- c) The applicant does not fulfill the specific requirements for such permit as set forth in section 9-2-40.

*(Ord. No. 98-1, § 1, 2-3-98)*

**Sec. 9-2-80. Encroachment permit not transferable.**

No encroachment permit shall be transferable to any person nor to any location other than that described on the encroachment permit.

*(Ord. No. 98-1, § 1, 2-3-98)*

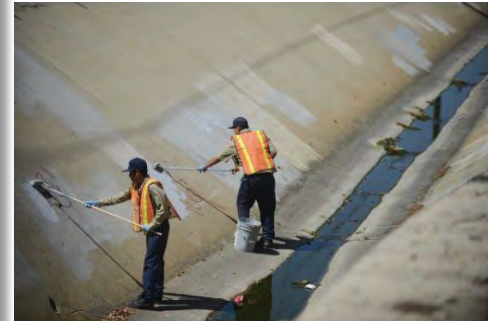
\* “Public Facilities and Resources Department” is now known as “OC Public Works”.

To review the entire ordinance, please click on the following link: [Title 9, Division 2 \(Encroachments\)](#).



ORANGE COUNTY  
CONSERVATION CORPS

## *Proposal: Orange County Water District Adopt-a-Channel Graffiti, Litter Abatement and Monitoring*



September 15, 2025

PREPARED FOR  
**Kevin O'Toole,**  
*Senior Planner*  
**Orange County Water District**  
18700 Ward Street  
Fountain Valley, CA 92708  
714.378.8248

PREPARED BY  
**Jeremy Newton,** Operations Director  
Orange County Conservation Corps  
1853 North Raymond Avenue Anaheim, CA  
92801  
888.641.CORP x222  
[www.hireyouth.org](http://www.hireyouth.org)



September 15, 2025

Kevin O'Toole,
Senior Planner, Orange County Water District
18700 Ward Street
Fountain Valley, CA 92708
714.378.8248

Re: Adopt-A-Channel Statement of Understanding

Dear Mr. O'Toole,

The Orange County Conservation Corps (OCCC) proposes to provide a work crew for graffiti and litter abatement for OCWD's adopt-a-channel project per program guidelines. This proposal includes anticipated material costs, anticipated labor and anticipated disposal based on our years-long history of maintaining this portion of the channel.

The estimated annual cost for these services at OCWD Property is \$26,290.00 Estimated annual cost for OCFCD property is \$12,960.00. Both sections in total are \$39,250.00; with a monthly amount billed of: \$3,270.00. This agreement is valid for 3 years with an option to extend an additional 1-2 years under the same terms and conditions.

INSIDE THIS PROPOSAL

Cover Sheet.....
Statement of Understanding.....1
Project Map.....2
Itemized Cost.....3

We sincerely appreciate your interest in partnering with OCCC. Founded in 1993, OCCC is a private non-profit 501(c) (3) organization funded by grants, work contracts, donations and contributions. The OCCC serves young adults who need support in the transition from adolescence to adult employability by providing work projects that benefit the community while instilling a work ethic and a sense of public service. In many cases, OCCC provides the first paid work experience for Orange County's young adults.

Thank you,

Handwritten signature of Jeremy Newton

Jeremy Newton, Operations Director



**OCWD Adopt-a-Channel Itemized Costs 2025-2028**

<i>Item</i>	<i>Annual Cost OCWD Property</i>	<i>Additional Annual Cost OCFC</i>	<i>Summary</i>
<b>MATERIALS</b>			
Paint	\$ 3,200.00	\$ 2,000.00	5 Gallon Buckets-Vista Paint Acripoxy 400 or approved equal
Supplies	\$ 1,800.00	\$ 760.00	Paint Rollers, Paint Trays, Trash Bags, Burlaps, misc., etc.
<b>LABOR</b>			
Crew Labor	\$ 12,000.00	\$ 3,600.00	3-4 Crew Members at \$35/ CM hour, 7.25 hours per service day
Crew Supervision	\$ 5,000.00	\$ 1,600.00	\$45/hour, 8 hours per service day
<b>OVERHEAD</b>			
Project Management	\$ 4,000.00	\$ 2,000.00	Inspections, County Reporting, Communication, Documentation
Trash Disposal	\$ 3,200.00	\$ 3,000.00	
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<i>Annual Cost of Services</i>	\$ 26,290.00	\$ 12,960.00	
<i>Cost per Month</i>	\$ 2,190.00	\$ 1,080.00	