

AGENDA

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

WATER ISSUES COMMITTEE MEETING
WITH BOARD OF DIRECTORS *
ORANGE COUNTY WATER DISTRICT
Wednesday, August 12, 2026 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 **August 19** 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
1454 Madison Street, Tustin
19 Cannery, Buena Park
1037 Sherwood Lane, Santa Ana
303 W. Commonwealth Ave., Fullerton
1502 North Broadway, Santa Ana
6148 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 – 14)

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 JULY 8, 2026

RECOMMENDATION: Approve minutes as presented

2. AWARD CONTRACT FV-2026-1 RESEARCH AND DEVELOPMENT LABORATORY BUILDING FLOORING SERVICES TO PROSPECTRA CONTRACT FLOORING AND BUDGET INCREASE

RECOMMENDATION: Agendize for August 19 Board meeting:

1. Receive and file Affidavit of Publication of Notice Inviting Bids for Contract FV-2026-1 Research and Development Laboratory Building Flooring Services
2. Ratify issuance of Addendum No. 1
3. Accept bid and award contract FV-2026-1 to the lowest responsive bid and responsible bidder, Pro Installation, Inc. dba Prospectra Contract Flooring, A Diverzify Company, in the amount of \$163,374.98
4. Increase project budget by \$42,540 for a total project budget in the amount of \$172,540

3. ADDITIONAL FUNDS FOR REPLACEMENT AND REFURBISHMENT FUND R25025: ANAHEIM LAKE PUMP REPLACEMENTS

RECOMMENDATION: Agendize for August 19 Board meeting:

1. Authorize additional funds in the amount of \$56,000 for R&R account R25025 for replacement of Anaheim Lake pumps
2. Authorize filing of a Categorical Exemption for the Anaheim Pump Replacement project in compliance with the California Environmental Quality Act (CEQA) guidelines

4. FIVE COVES FLOW METERS REPAIR AND REPLACEMENT

RECOMMENDATION: Agendize for August 19 Board meeting:

1. Authorize issuance of Purchase Order to Brugg Rittmeyer for \$216,241 to repair and replace Five Coves Flow Meters
2. Authorize filing of a Categorical Exemption for the Five Coves Flow Meter Repair and Replacement project in compliance with the California Environmental Quality Act (CEQA) guidelines

5. AUTHORIZE ISSUANCE OF REQUEST FOR QUOTES FOR ION EXCHANGE RESIN PROCUREMENT, INSTALLATION, AND DISPOSAL FOR PFAS TREATMENT SYSTEMS

RECOMMENDATION: Agendize for August 19 Board meeting: Authorize Issuance of a Request for Quotes (RFQ) for a Multi-Year Agreement for ION Exchange Resin

Procurement, Delivery, Installation and Disposal for PFAS Treatment Systems

6. AUTHORIZE AMENDMENT NO 3 TO AGREEMENT 1735 WITH TAIT AND ASSOCIATES, INC. FOR 2025 ASPHALT PAVEMENT REHABILITATION DESIGN

RECOMMENDATION: Agendize for August 19 Board meeting: Authorize issuance of Amendment No 3 to Agreement 1735 with Tait and Associates, Inc. for an amount not to exceed \$5,940 for the 2025 Asphalt Pavement Rehabilitation Design

7. BURRIS PUMP STATION 10-YEAR MAINTENANCE

RECOMMENDATION: Agendize for August 19 Board meeting: Authorize issuance of Purchase Order to OneSource for \$141,976 to perform 10-year preventative maintenance on the Burris pump station drives

8. REQUEST FOR PROPOSALS: 2026 ASPHALT PAVEMENT REHABILITATION DESIGN

RECOMMENDATION: Agendize for August 19 Board meeting: Authorize issuance of a Request for Proposals for the 2026 Asphalt Pavement Rehabilitation Design

9. AGREEMENT TO CONVERT [6] MEDIUM VOLTAGE VARIABLE FREQUENCY DRIVES FROM OBSOLETE CLASSIC SERIES TO SUPPORTED FORGE SERIES

RECOMMENDATION: Agendize for August 19 Board meeting: Approve an agreement with OneSource Distributors in the amount of \$646,297 for services and hardware to upgrade six VFD units at the AWPf to current, supported models

10. REJECT BID FROM LIVING WATER WELL DRILLING AND AUTHORIZE ISSUANCE OF SERVICES AGREEMENT TO ABC LIOVIN DRILLING FOR DESTRUCTION OF MONITORING WELLS OM-2 AND OM-2A

RECOMMENDATION: Agendize for August 19 Board meeting: Reject bid from Living Water Industries, LLC dba Living Water Well Drilling and authorize the General Manager to execute a Services Agreement with ABC Liovin Drilling, Inc. in an amount not to exceed \$44,648 for the destruction of monitoring wells OM-2 and OM-2A

11. AUTHORIZE AMENDMENT NO 1 TO AGREEMENT 1824 WITH DIVERSIFIED FOR THE GWRS AND GREEN ACRES FALL PROTECTION IMPROVEMENTS

RECOMMENDATION: Agendize for August 19 Board meeting:

1. Authorize issuance of Amendment No 1 to Agreement 1824 with Diversified Fall Protection for an amount not to exceed \$65,080 for services and hardware to upgrade fall protection systems for the Field Headquarters facilities
2. Authorize filing of a Categorical Exemption for the GWRS and Green Acres Fall Protection Improvements project in compliance with the California Environmental Quality Act (CEQA) guidelines

12. AUTHORIZE AMENDMENT NO 1 TO AGREEMENT 1825 WITH DIVERSIFIED FOR THE FIELD HEADQUARTERS FACILITIES FALL PROTECTION IMPROVEMENTS

RECOMMENDATION: Agendize for August 19 Board meeting:

1. Authorize issuance of Amendment No 1 to Agreement 1825 with Diversified Fall Protection for an amount not to exceed \$102,978 for services and hardware to upgrade fall protection systems for the Field Headquarters facilities; and
2. Authorize filing of a Categorical Exemption for the Field Headquarters Fall Protection Improvement project in compliance with the California Environmental Quality Act (CEQA) guidelines

13. PURCHASE ORDER TO QUALTRAX INC. FOR MULTI-YEAR AGREEMENT FOR IDEAGEN QUALITY MANAGEMENT SOFTWARE SERVICES

RECOMMENDATION: Agendize for August 19 Board meeting: Authorize issuance of a Purchase Order to Qualtrax Inc. in the total amount of \$121,515 (\$22,888 for the first year and increasing 3% annually) for a period of 5 years beginning August 1, 2026 through July 31, 2031 plus sales tax at 8.75%

14. PURCHASE ORDER TO THERMO ELECTRON NORTH AMERICA LLC FOR SERVICE AGREEMENT FOR LAB IC AND AUTOTRACE INSTRUMENTS

RECOMMENDATION: Agendize for August 19 Board meeting: Authorize issuance of Purchase Order to Thermo Scientific in the amount of \$100,189 for an annual support service agreement for August 1, 2026 to July 31, 2027

END OF CONSENT CALENDAR

MATTER FOR CONSIDERATION

15. RESPONSE TO ORANGE COUNTY GRAND JURY REPORT – PFAS AND PUBLIC AWARENESS A CLOSER LOOK AT ORANGE COUNTY DRINKING WATER

RECOMMENDATION: Agendize for August 19 Board meeting: Provide the attached letter response to the Grand Jury report

CHAIR DIRECTION AS TO ITEMS IF ANY TO BE AGENDIZED AS MATTERS FOR CONSIDERATION AT THE AUGUST 19 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

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 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. 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
July 8, 2026 @ 12:00 p.m.

Director Green called the Water Issues Committee meeting to order at 12:00 p.m. in the District Boardroom. 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 (absent)

Alternates

Valerie Amezcua (arrived 12:02 p.m.)
Fred Jung
Natalie Meeks
Steve Sheldon
Denis Bilodeau

OCWD

John Kennedy – General Manager
Mehul Patel – Executive Director of Operations
Gina Ayala – Director of Public Affairs
Megan Plumlee – Director of Research
Ben Smith – Director of Recharge & Wetland Ops
Prem Parmar – Laboratory Director
Adam Hutchinson – Recharge Planning Manager
Jeremy Jungreis – General Counsel
Leticia Villarreal – Assistant District Secretary

CONSENT CALENDAR

Director Weigand requested that Item No. 2, *Authorize Amendment No. 4 to Santa Ana Watershed Association Agreement No. 1369*, be removed from the Consent Calendar.

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

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

1. Minutes of Water Issues Committee Meeting

The Minutes of the Water Issues Committee meeting held June 10, 2026, were approved as presented.

2. Authorize Amendment No. 4 to Santa Ana Watershed Association Agreement No. 1369

This item was removed from the Consent Calendar and considered separately.

3. Agreement to Brown and Caldwell Inc. for Technical Support on the GWRS Microfiltration and Reverse Osmosis Operations (MF/RO)

Recommended for approval at July 15 Board meeting:

1. **Authorize issuance of Amendment No. 1 to Agreement 1782 with Brown and Caldwell for an increase of \$33,000 and an amount not to exceed \$158,000**
2. **Renew the annual agreement with Brown and Caldwell Inc. for an amount not to exceed \$125,000 to provide consulting services on a time and material basis for the GWRS MF and RO membrane processes through August 31, 2027**

4. Authorize Purchase Order to Insight Public Sector for FHQ Scada Server Upgrade

Recommended for approval at July 15 Board meeting: Authorize issuance of a Purchase Order to Insight Public Sector, Inc. for an amount not to exceed \$80,000 for the FHQ SCADA server upgrade; and increase the budget \$91,142 for a new total of \$360,000

5. Upgrade the Existing Delta V Distributed Control System for the GWRS and Gap Facilities

Recommended for approval at July 15 Board meeting:

1. **Increase project budget by \$175,000 for a total project budget of \$675,000**
 2. **Authorize issuance of a purchase order to Caltrol in the amount of \$610,722 for services to replace, program, test and certify the Delta V DCS system**
6. Amendment No 2 to Bender/CCP for GWRS Product Water Pump A01 Vertical Turbine Pump Inspection and Rehabilitation

Recommended for approval at July 15 Board meeting:

1. **Increase project budget by \$18,025 for a total project budget of \$499,429**
 2. **Authorize issuance of Amendment No. 2 to Agreement 1776 with Bender/CCP for an amount not to exceed \$499,429**
7. Amendment No. 2 to Bender/CCP for Reverse Osmosis Transfer Pump B01 Vertical Turbine Pump Inspection and Rehabilitation

Recommended for approval at July 15 Board meeting:

1. **Increase project budget by \$21,448 for a total project budget of \$318,339**
 2. **Authorize issuance of Amendment No. 2 to Agreement 1778 with Bender/CCP for an amount not to exceed \$318,339**
8. Bond Basin Slope Repair: Amendment No. 4 to ENGEO, Inc., Authorize Amendment No. 3 to Butier Engineering, Inc., and Budget Increase

Recommended for approval at July 15 Board meeting:

1. **Authorize Amendment No. 4 to Agreement 1555 with ENGEO, Inc. for a not-to-exceed amount of \$132,071.60**
 2. **Authorize Amendment No. 3 to Agreement 1732 with Butier Engineering, Inc. for a not-to-exceed amount of \$130,200**
 3. **Increase project budget by \$262,272 for a total budget amount of \$4,389,596**
10. Agreement with Orange County Council of Governments for Acquisition of Orange County Digital Aerial Imagery

Recommended for approval at July 15 Board meeting: Authorize the General Manager to negotiate and execute, with approval from General Counsel as to form, the Orange County Data Acquisition Partnership Participation Agreement between OCWD and the Orange County Council of Governments for acquisition of and license to use Orange County digital aerial imagery, including payment in an amount not to exceed \$50,000

11. Sunset Gap Seawater Intrusion Barrier Feasibility Study – Amendment No. 4 to Agreement with Hazen and Sawyer

Recommended for approval at July 15 Board meeting: Authorize issuance of Amendment No. 4 to Agreement No. 1550 with Hazen in an amount not to exceed \$265,150 for additions to the scope of work for the Sunset Gap Seawater Intrusion Barrier Feasibility Study

12. Annual Santa Ana River Streamgaging Joint Funding Agreement with The United States Geological Survey

Recommended for approval at July 15 Board meeting:

1. **Approve and authorize Joint Funding Agreement with USGS to conduct streamgaging of the Santa Ana River below Prado Dam and Santiago Creek at Santa Ana for the period of October 1, 2026 to September 30, 2027**
 2. **Authorize payment of \$56,090 to the USGS for OCWD's share of costs for these services**
13. Authorize Issuance of Services Agreement to Living Water Industries LLC dba Living Water Well Drilling for Destruction of Monitoring Wells OM-2 And OM-2A

Recommended for approval at July 15 Board meeting: Authorize General Manager to execute a Services Agreement with Living Water Industries, LLC dba Living Water Well Drilling in an amount not to exceed \$41,500 for the destruction of monitoring wells OM-2 and OM-2A

14. Authorize Issuance Of Requests for Proposals for a New Laboratory Information Management System and Project Management Services Consultant

Recommended for approval at July 15 Board meeting:

1. **Authorize advertisement of an RFP for the procurement and implementation of a new LIMS for the Philip L. Anthony Water Quality Laboratory**
 2. **Authorize advertisement of an RFP for Project Management Services consulting support associated with the LIMS replacement project**
15. Contract No. TUS-2022-1: Change Order Ratification, Amendment to Butier and Budget Increase

Recommended for approval at July 15 Board meeting:

1. **Ratify issuance of Change Order Nos. 6-10**
2. **Authorize issuance of Amendment No. 4 to Agreement No. 1558 with Butier Engineering Inc. for construction management and inspection services in the amount of \$10,000**

3. **Increase project budget by \$1.1 million for a total project budget in the amount of \$33,859,970**

16. National Water Research Institute CalVal Project

Recommended for approval at July 15 Board meeting: Authorize support for the NWRI CalVal effort in the amount of \$20,000.

ITEM REMOVED FROM THE CONSENT CALENDAR FOR CONSIDERATION

2. Authorize Amendment No. 4 to Santa Ana Watershed Association Agreement No. 1369

Director Weigand expressed concern on the item and requested more time to educate the committee and suggested having the vendor speak to the committee on the process to make a more informed decision. General Manager John Kennedy suggested the possibility of discussing this in a closed session next month.

No action taken on this item.

INFORMATIONAL ITEM

17. La Palma Basin Shallow Subsurface Recharge Demonstration Project Update

Recharge Planning Manager Adam Hutchinson provided an update on the La Palma Basin Shallow Subsurface Recharge Demonstration Project. He notified the committee that design has been completed, and construction is expected to begin in summer 2026. He stated that the project will evaluate the feasibility of using shallow subsurface recharge galleries (SSRGs) to expand GWRS recharge opportunities in land constrained areas while preserving existing surface spreading capacity for stormwater and imported water recharge.

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

ADJOURNMENT

There being no further business, the meeting was adjourned at 12:22 p.m.

Cathy Green, Chair

AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: M. Plumlee/L. Esguerra

Budgeted: Yes - partially

Budgeted Amount: \$130,000

Cost Estimate: \$172,540

Funding Source: R&R

Program/ Line Item No. R24005

General Counsel Approval: Yes

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

**Subject: AWARD CONTRACT FV-2026-1 RESEARCH AND DEVELOPMENT
LABORATORY BUILDING FLOORING SERVICES TO PRO
INSTALLATIONS, INC. DBA PROSPECTRA CONTRACT FLOORING, A
DIVERZIFY COMPANY AND BUDGET INCREASE**

SUMMARY

Two construction bids were received on July 20, 2026, for the Research and Development Department Laboratory Building Flooring Services, Contract No. FV-2026-1. Based on a review of the bids, staff recommends awarding a contract to Pro Installations, Inc. dba Prospectra Contract Flooring, a Diverzify Company in the amount of \$163,375.

Attachment: Affidavit of Publication for Notice Inviting Bids for Contract FV-2026-1

RECOMMENDATION

Agendize for August 19 Board meeting:

1. Receive and file Affidavit of Publication of Notice Inviting Bids for Contract FV-2026-1 Research and Development Laboratory Building Flooring Services;
2. Ratify issuance of Addendum No. 1;
3. Accept bid and award contract FV-2026-1 to the lowest responsive bid and responsible bidder, Pro Installations, Inc. dba Prospectra Contract Flooring, a Diverzify Company, in the amount of \$163,374.98; and
4. Establish project budget in the amount of \$172,540.

BACKGROUND/ANALYSIS

The Annex building was constructed in the early 1980s and is located on the District's Fountain Valley campus. Both the OCWD Research and Development (R&D) Department and the National Water Research Institute (NWRI) occupy the Annex building. The age of the existing flooring within the building ranges from 20+ to 35+ years depending on the room. Flooring replacement is recommended to maintain safety, functionality, cleanliness, and to address decades of wear-and-tear. In September 2025, the Board of Directors

authorized issuance of Notice Inviting Bids for the Annex Building flooring refurbishment with a total FY 26/27 R&R budget amount of \$130,000.

The Request for Bids (RFB) advertisement period commenced on June 22, 2026, and spanned 28 calendar days. The RFB contains a base bid item for the replacement of flooring within the first and second floors of the Research and Development Building with luxury vinyl tile (LVT), tile, and epoxy flooring. The RFB included an optional bid item for the Contractor to relocate the office furniture and laboratory equipment in the event District Staff were unable to perform this work.

Consistent with public contracting principles in California, the low bidder pursuant to the RFB was determined by the base bid item only and did not include consideration of estimates for the optional furniture move.

A Mandatory Pre-Bid conference was held on June 30, 2026, and was attended by representatives from potential bidders and OCWD staff. Addendum No. 1 was issued on July 13, 2026, to provide additional reference materials and responses to potential bidder's questions. Two construction bids were received on July 20, 2026, for Contract No. FV-2026-1. A summary of the two bids is shown in Table 1 below.

**Table 1: FV-2026-1 Research and Development Department
Laboratory and Offices Building Flooring Services
Bid Summary**

Contractor	Base Bid Price	Base Bid Price and Optional Furniture Moving
Prospectra Contract Flooring	\$130,904.98	\$163,374.98
Sierra North Construction Inc.	\$148,156.59	\$154,587.09

Based on the lowest bid price, Staff reviewed the bid of Pro Installations, Inc. dba Prospectra Contract Flooring, a Diverzify Company (Prospectra Contract Flooring), checked references, and confirmed that its contractor's license is current, active, and in good standing with the State of California.

With regard to the optional furniture moving, the level of effort required to relocate the office furniture and laboratory equipment would significantly impact District Staff's ability to carry out daily operational activities and complete current ongoing projects.

Prospectra Contract Flooring included a subcontractor with appropriate experience and equipment necessary to relocate equipment requiring specialized handling necessary for the project. Staff are supportive of allowing Prospectra Contract Flooring's subcontractor to perform the relocation of the office furniture and laboratory equipment.

Staff recommends award of the construction contract to Prospectra Contract Flooring as the lowest responsive bidder with a base bid price of \$130,904.98 plus an additive \$32,470 for the optional item of furniture and laboratory equipment relocation for a total contract amount of \$163,374.98.

Staff further recommends establishing the project budget for the Research and

Development Department Laboratory Building Flooring Services Project at \$172,540 as summarized in Table 2.

**Table 2: Research and Development
Laboratory Building Flooring Services
Budget Summary**

Description	Budget
Design and Construction Management	
In-house CM	\$ 0
Advertisement	\$ 1,000
Construction	
Contract FV-2026-1	\$ 163,375
Project Contingency	\$ 8,165
Total Project Budget:	\$ 172,540

The expected project schedule is shown in Table 3.

**Table 3: Research and Development
Laboratory Building Flooring Services
Project Schedule Summary**

Description	Date
Design	Sept 2025
Construction Contract FV-2026-1	Oct 2026 – Dec 2026

PRIOR RELEVANT BOARD ACTION(S)

9/17/2025, R25-9-158 – Authorizing publication of Notice Inviting Bids for Annex Building Flooring Refurbishment.

THE ORANGE COUNTY
REGISTER

1920 Main Street, Suite 209
Irvine, California 92614
(714) 796-7000
legals@inlandnewspapers.com

Orange County Water District
18700 Ward Street
Fountain Valley, California 92708

<i>Account Number:</i>	5179533
<i>Ad Order Number:</i>	0011799516
<i>Customer's Reference/PO Number:</i>	
<i>Publication:</i>	The Orange County Register
<i>Publication Dates:</i>	06/22/2026
<i>Total Amount:</i>	\$789.44
<i>Payment Amount:</i>	\$0.00
<i>Amount Due:</i>	\$789.44
<i>Notice ID:</i>	npVVBmB83riSdeV59FQ
<i>Invoice Text:</i>	

0011799516

Orange County Water District
18700 Ward Street
Fountain Valley, California 92708

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Orange**

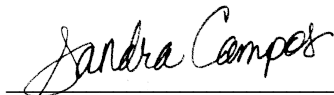
I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Orange County Register, a newspaper of general circulation, printed and published in the City of Irvine*, County of Orange, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Orange, State of California, under the date of November 19, 1905, Case No.A-21046. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

06/22/2026

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Irvine, California

On this 22nd day of June, 2026.



Signature

NOTICE INVITING BIDS	
RESEARCH AND DEVELOPMENT LABORATORY BUILDING FLOORING SERVICES	
CONTRACT NO. FV-2026-1	
PLEASE TAKE NOTICE that sealed bids will be received at the office of the Contracts Administrator of the Orange County Water District ("District"), 18700 Ward Street, Fountain Valley, CA 92708, until 2:00pm PT, local time on Monday, July 20, 2026 at which time the bids will be publicly opened and read aloud for performing all work and furnishing all labor, materials, equipment, and any incidentals necessary for: The work to be performed and bid complete herein, shall be as shown and specified in the Scope of Work is generally described as the completion of the removal and disposal of existing flooring and installation of new pre-approved flooring at the Fountain Valley Research and Development Lab Building location	
MANDATORY PREBID CONFERENCE: A mandatory pre-bid conference will be held at the District's Office, 18700 Ward Street, Fountain Valley, CA on Tuesday, June 30, 2026, at 10:00AM PT. All potential bidders, contractors and other interested parties are required to attend this conference conducted by the District and Engineer.	
PROJECT ADMINISTRATION: All questions regarding the Bid must be submitted in writing before the deadline due date of Tuesday, July 7, 2026, at 12:00PM PT. Questions received after the questions due date may not be considered. All questions relative to this project prior to the opening of bids shall be directed, in writing, to OCWD:	
Attention:	Bobby Velasco, Senior Buyer
Telephone:	(714) 378-3200
Email:	procurement@ocwd.com
COMPLETION OF WORK AND LIQUIDATED DAMAGES: All Work must be completed within Sixty (60) consecutive calendar days from the date of the Notice to Proceed issued by the District. Failure to complete the Work within the time set forth herein will result in the imposition of liquidated damages for each day of delay, in the amount set forth in the Information for Bidders.	
OBTAINING CONTRACT DOCUMENTS: Plans and specifications and all contract documents must be purchased through HB Digital at www.ocwdplanroom.com . Payment will not be refunded and the plans and specifications and contract documents are not required to be returned.	
BID GUARANTEE: Each Bid shall be accompanied by one of the following: a certified or cashier's check, or bid bond in an amount not less than ten percent (10%) of the total bid price, payable to the Orange County Water District, as a guarantee that the Bidder, if its Bid is accepted, shall promptly execute the Agreement, furnish a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total bid price, furnish a Labor and Material Bond in an amount not less than one hundred percent (100%) of the total bid price, and furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the Insurance Conditions. The Faithful Performance Bond shall remain in full force and effect through the guarantee period as specified in the General Provisions. All surety companies shall be admitted surety insurers and shall comply with the provisions of Code of Civil Procedure Section 995.530.	
WAGE RATE: As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which the Work is to be performed. The prevailing wage determinations are available at the following web site: http://www.dir.ca.gov/OPPL/DPrelWageDetermination.htm . The Contractor and any subcontractor under it shall not pay less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.	
CONTRACTOR'S LICENSE SPECIFICATION: In accordance with the provisions of California Public Contract Code Section 3300, the District requires that the bidder possess the following classification of contractor's licenses at the time that the bid proposal is submitted: Class C-15 and Class B General Building Contractor. If the license classification specified hereinabove is that of a "specialty contractor" as defined in Section 7058 of the California Business and Professions Code, the specialty contractor awarded the Contract for this Work shall itself construct a majority of the Work, in accordance with the provisions of California Business and Professions Code Section 7059. Each bidder shall clearly write or type their contractor's license number on the outside of the bidding envelope.	
DISTRICT'S RIGHTS RESERVED: The Orange County Water District reserves the right to reject any or all bids, and to waive any informality in any bid.	
ORANGE COUNTY WATER DISTRICT	
By:	 John C. Kennedy General Manager
Date:	June 16, 2026
The Orange County Register	
Published: 6/22/26	

AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: M. Patel/B. Smith

Budgeted: Yes - partially

Budgeted Amount: \$790,000

Cost Estimate: \$846,000

Funding Source: R&R Reserves

Program/ Line Item No. R25025

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: Cat Ex

**Subject: ADDITIONAL FUNDS FOR REPLACEMENT AND REFURBISHMENT
FUND R25025: ANAHEIM LAKE PUMP REPLACEMENTS**

SUMMARY

Anaheim Lake plays a key role in surface water recharge, storage, and stormwater management. In August 2025, the District authorized a purchase to replace two of the existing submersible pumps installed in 1990. Staff recommends a \$56,000 budget increase to cover the sales tax for the pump purchase and to fund the in-house equipment and material costs to perform the replacements.

RECOMMENDATION

Agendize for August 19 Board meeting:

1. Authorize additional funds in the amount of \$56,000 for R&R account R25025 for replacement of Anaheim Lake pumps; and
2. Authorize filing of a Categorical Exemption for the Anaheim Pump Replacement project in compliance with the California Environmental Quality Act (CEQA) guidelines.

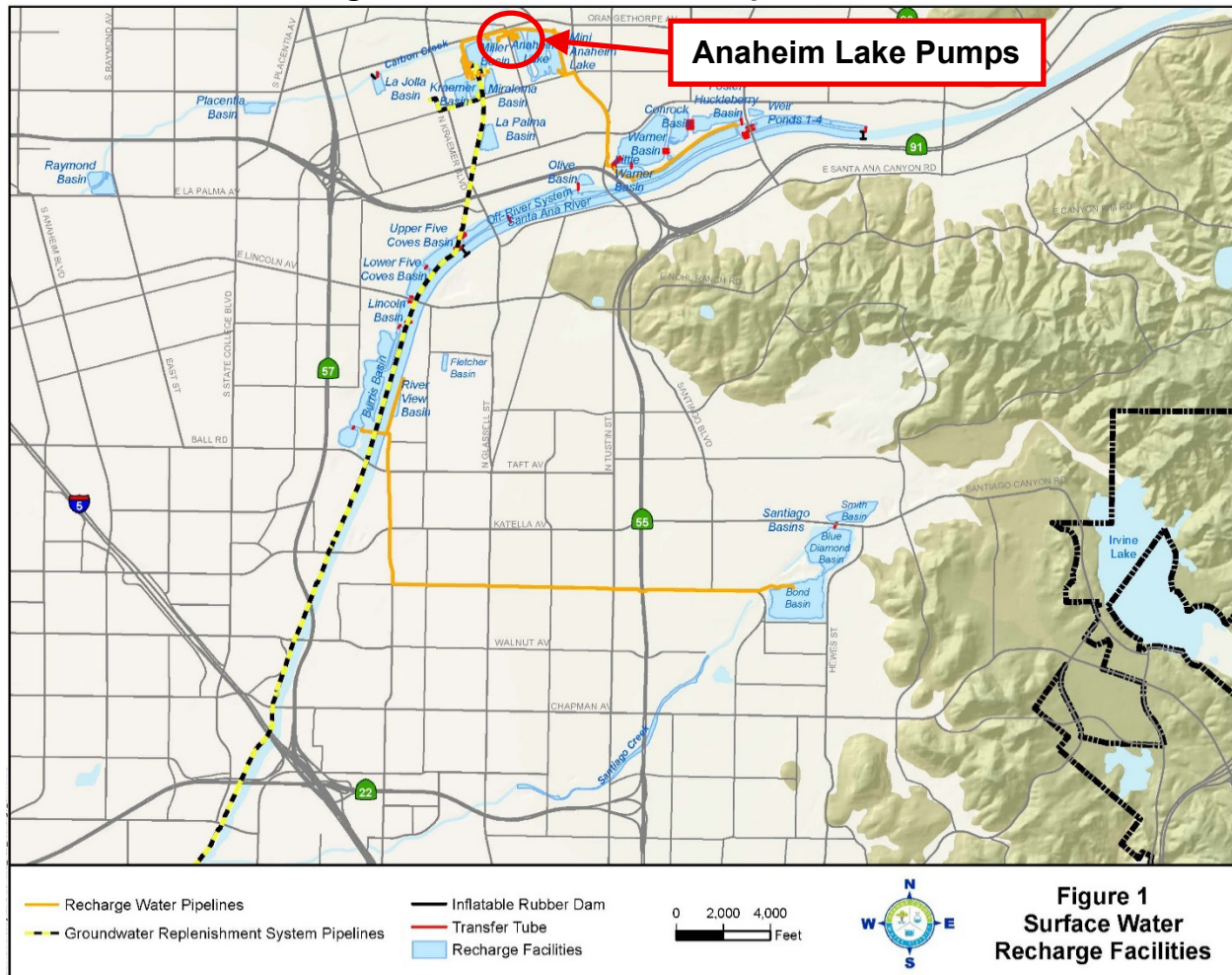
BACKGROUND/ANALYSIS

Anaheim Lake is a key component of the forebay's surface water recharge system, see Figure 1. In addition to providing significant percolation capacity, the lake offers substantial storage and serves as an integral hub for conveying both imported and stormwater supplies. It also functions as a desilting facility during stormwater capture and routing, with water pumped from the lake to downstream recharge facilities including Kraemer, Miller, La Jolla, Raymond, and Placentia Basins.

The lake is equipped with a submersible pump station and a vertical turbine pump with a combined pumping of about 16,500 acre-feet per year to downstream basins. The submersible pumps are primarily used for water routing, while the vertical turbine pump serves dewatering purposes. Four submersible pumps were originally installed in 1990; two have since been replaced, but the remaining two 35-year-old motor-pump units, though periodically serviced, are operating beyond their expected service life. Failure of

these pumps would significantly reduce the District's ability to capture and transfer stormwater.

Figure 1: Anaheim Lake Pumps Location



This Board authorized a purchase order to Xylem for replacement pumps and cables in August 2025 along with increasing the budget to \$790,000. The vendor's quote neglected the sales tax, which added approximately \$57,000 more to the expense. Additionally, District staff will perform the pump removal and installation in-house and may need to complete minor conduit, piping, or structural modifications, for which an additional \$10,000 is recommended. A summary of the revised budget is provided in Table 1. Staff recommends approval of a \$56,000 increase to the R25025 project budget, to be funded by R&R Reserves, resulting in a total revised project budget of \$846,000.

Table 1: Anaheim Lake Pump Replacements Budget Summary

Description	8/20/2025 Budget	Proposed Budget
Flygt/Xylem Submersible Pumps	\$ 779,252	\$ 835,252
In-House Installation Equipment & Materials	\$ 10,748	\$ 10,748
Total	\$ 790,000	\$ 846,000

The project is consistent with the California Environmental Quality Act (CEQA) Categorical Exemption for existing facilities for the repair, maintenance, permitting, or minor alteration of existing facilities involving negligible or no expansion of existing or former use (Class 1). This is because the project consists of replacement or reconstruction of existing streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities involving negligible or no expansion of capacity.

PRIOR RELEVANT BOARD ACTION(S)

08/20/25, R25-8-138: Authorize issuance of Purchase Order to Xylem Water Solutions for \$779,252 to purchase two replacement submersible pumps for Anaheim Lake and authorize additional funds in the amount of \$190,000 for R&R account R25025.

AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: M. Patel/B. Smith

Budgeted: Yes

Budgeted Amount: \$240,000

Cost Estimate: \$216,241

Funding Source: R&R

Program/ Line Item No. R26023

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: Cat Ex

Subject: FIVE COVES FLOW METERS REPAIR AND REPLACEMENT

SUMMARY

Accurate measurements of water flow at the Five Coves Dam site are critical for managing Santa Ana River water rights, stormwater and baseflow capture, and protection of infrastructure. The site has four flowmeters that require repair or replacement to maintain accuracy and operational efficiency.

Attachment: Quote from Brugg Rittmeyer (excludes sales tax)

RECOMMENDATION

Agendize for August 19 Board meeting:

1. Authorize issuance of Purchase Order to Brugg Rittmeyer for \$216,241 to repair and replace Five Coves Flow Meters; and
2. Authorize filing of a Categorical Exemption for the Five Coves Flow Meter Repair and Replacement project in compliance with the California Environmental Quality Act (CEQA) guidelines.

BACKGROUND/ANALYSIS

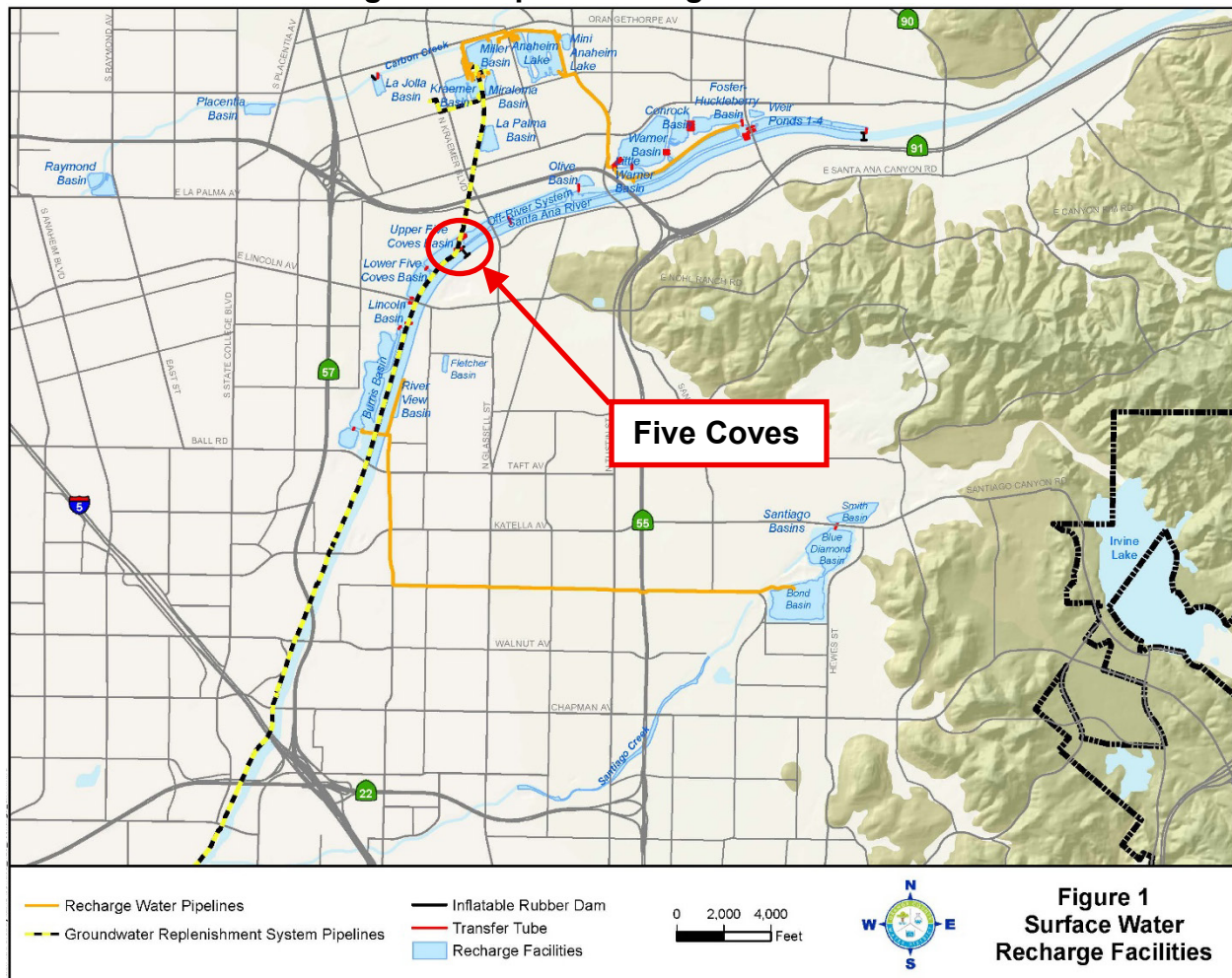
The Five Coves site plays an important role in managing the District's Santa Ana River water rights, stormwater and baseflow capture, and protection of infrastructure. Precise flow measurement is essential to accurately account for both river diversions and operational needs. Any inaccuracies could impact water rights compliance and the District's ability to effectively manage water resources. The site's location is indicated in Figure 1.

The site has four flowmeters at this location: two meters to measure water diverted from the river into Upper Five Coves Basin, and two meters to measure water bypassed around the Five Coves rubber dam back into the river. Not only for water rights purposes, but these measurements are also critical year-round to ensure that water in the river does not travel past the recharge area and result in a loss to the ocean. During storm events, these measurements are also critical to capture the correct amount of flow to prevent overwhelming the downstream conveyance and storage limitations. The

flowmeters were recently tested for accuracy in accordance with the District's water rights reporting responsibilities. While their accuracy is within acceptable limits set by regulation, they are not within the typical District tolerance. Inaccurate or missing data jeopardizes the District's ability to report flows accurately, track water conveyance, and maintain compliance with agreements and permits related to operations.

Repairing or replacing these flowmeters is necessary to ensure long-term reliability, accuracy, and operational efficiency. Modern flowmeter technology offers improved durability, reduced maintenance needs, and more consistent performance under varying flow conditions. Investing in these replacements will support the District's mission to responsibly manage water supplies while protecting its water rights and meeting environmental obligations.

Figure 1: Imperial Headgates Location



The Rittmeyer Open Channel Ultrasonic Flowmeters have performed well at this location for many years and also at other District locations. Two of the meters were installed in 2016 and two in 2019, with all showing signs of aging and mounting irregularities such as potential misalignment and loose components. This equipment has demonstrated durability in challenging river water conditions and has provided accurate measurements across a wide range of flows. Rittmeyer has a single service

provider and vendor for the District, therefore competitive quotes are not available. Staff obtained a quote from Brugg Rittmeyer to troubleshoot the flow meters, repair, and replace as necessary. Staff recommends issuing a purchase order to Brugg Rittmeyer in the amount of \$216,241 for the repair and replacement of the flowmeters. Additional in-house costs related to removal and installation are anticipated at approximately \$10,000.

The project is consistent with the California Environmental Quality Act (CEQA) Categorical Exemption for existing facilities for the repair, maintenance, permitting, or minor alteration of existing facilities involving negligible or no expansion of existing or former use (Class 1). This is because the project consists of replacement or reconstruction of existing streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities involving negligible or no expansion of capacity.

PRIOR RELEVANT BOARD ACTION(S)

N/A

Rittmeyer, LLC
 22 Centro Algodones
 Algodones, US NM 87001
 Phone +1 216 970 6139, Fax

Orange County Water District
 Ben Smith
 4060 East La Palma Ave
 Anaheim, CA 92807
 USA

Offer P-000179 / 1

July 28, 2026

Y/Reference		Project	Five Coves replacement
Y/Order no/ inquiry no.		Customer Number	DEB-500146
Delivery terms	DAP (INCOTERMS ® 2020)	O/Project manager	Marcel Pilss
Delivery Time	6-8 weeks	Direct Phone number	+41 41 767 15 38
Payment terms	30 Days net	E-Mail	marcel.pilss@rittmeier.com
Validity	08/30/25	O/Salesperson	Peter Simadiris
Warranty period		Direct Phone number	+1 (714) 606-3818
Installation / Service	USA		

Five Coves replacement

Pos.	Description	Delivery address Delivery date	Quantity	Unit price	Amount USD
01	Project Management Existing controllers (~2012) are not compatible with new PEEK sensors. Controllers must be replaced to function with new PEEK transducers.				
10	Bypasses 1E2P				
11	Material				52,877.75
11.10	2740101 Level radar MLR20		2 PCS		
11.20	0067000.001 Instrumentation Controller Base		2 PCS		
11.30	0067002.005 RICTRL2 Licence channel		2 PCS		
11.40	0067009.001 RISONIC modular RIMOUSTT2		2 PCS		
11.50	0067350.101 RISONIC transducer B2 1P 1MHz		4 PCS		

Offer P-000179 / 1

Pos.	Description	Delivery address Delivery date	Quantity	Unit price	Amount USD
11.60	0464906 Coaxial cable 16 bar 75 ohm UL 600 m		1 ROL		
19	Sales Tax on Material				
20	Installation/Deployment				24,000.00
20.10	300000 Preparation	01	1 D		
20.20	300000 Installation	01	6 D		
20.30	300000 Deployment Installation	01	1		
20.40	300000 Travel Expenses, Installation	01	6		
20.50	321000 Tool Shipping	01	1		
21	Commissioning/Deployment				7,200.00
21.10	300000 Commissioning		1 D		
21.20	300000 Deployment Installation		1		
21.30	300000 Travel Expenses, Commissioning		1		
29	Total Bypasses 1E2P				84,077.75
30	Diversions 1E4P				
31	Material				85,814.07
31.10	A-015446 MPB transmitter, 0-20mWC, OVP, PE cable 40m		2 PCS		
31.20	0067000.001 Instrumentation Controller Base		2 PCS		
31.30	0067002.005 RICTRL2 Licence channel		2 PCS		
31.40	0067009.001 RISONIC modular RIMOUSTT2		2 PCS		
31.50	0067350.101 RISONIC transducer B2 1P 1MHz		8 PCS		
31.60	0464906 Coaxial cable 16 bar 75 ohm UL 600 m		1 ROL		

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Pos.	Description	Delivery address Delivery date	Quantity	Unit price	Amount USD
31.70	0464910 Coaxial cable 16 bar 75 ohm UL 1000 m		1 ROL		
39	Sales Tax on Material				
40	Installation/Deployment				28,400.00
40.10	300000 Preparation	01	1 D		
40.20	300000 Installation	01	8 D		
40.30	300000 Deployment Installation	01	1		
40.40	300000 Travel Expenses, Installation	01	8		
40.50	321000 Tool Shipping	01	1		
41	Commissioning/Deployment				7,200.00
41.10	300000 Commissioning		1 D		
41.20	300000 Deployment Installation		1		
41.30	300000 Travel Expenses, Commissioning		1		
49	Total Diversions 1E4P				121,414.07
Total excl. TAX					205,491.82
<i>Total Options excl. TAX</i>					<i>USD 0.00</i>

Unless otherwise agreed, the General Terms and Conditions apply, which can also be found at
www.rittmeyer.com

Yours sincerely
Rittmeyer LLC

Offer P-000179 / 1

AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen/R. Bouley

Budgeted: Yes - partially

Budgeted Amount: \$17M (over 2 years)

Cost Estimate: \$17,000,000

Funding Source: CIP/PFAS O&M

Program/Line Item No.: varies

General Counsel Approval: Yes

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

Subject: **AUTHORIZE ISSUANCE OF REQUEST FOR QUOTES FOR ION EXCHANGE RESIN PROCUREMENT, INSTALLATION, AND DISPOSAL FOR PFAS TREATMENT SYSTEMS**

SUMMARY

The Board of Directors authorized an agreement with Evoqua Water Technologies, LLC (Evoqua) for the purchase of PSR2-PLUS ion exchange resin media in 2024 for calendar years 2025/2026. This agreement will expire in December, and over the next several years, new PFAS water treatment systems will begin operation, requiring initial first fills of resin while other treatment plants will need ongoing replacement media fills for PFAS treatment O&M. Staff recommends authorizing issuance of a Request for Quotes (RFQ) for a Multi-Year Agreement for Ion Exchange Resin Procurement, Installation and Disposal.

RECOMMENDATION

Agendize for August 19 Board meeting: Authorize Issuance of a Request for Quotes (RFQ) for a Multi-Year Agreement for Ion Exchange Resin Procurement, Delivery, Installation and Disposal for PFAS Treatment Systems.

BACKGROUND/ANALYSIS

OCWD has built treatment plants for approximately half of the wells within the District identified as needing treatment to remove Per- and Polyfluoroalkyl Substances (PFAS). The purpose of the water treatment plants is to remove PFAS, more specifically perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS), from drinking water supplied via groundwater wells. OCWD continues to perform pilot testing of several media products for PFOA and PFOS removal. Due to its superior performance during piloting, OCWD has used Amberlite PSR2-Plus in all the Producers' ion-exchange treatment plants the District has constructed. This resin has continued to perform well for Producers' PFAS treatment facilities.

Staff desires to set up a multi-year agreement to provide resin to the Producers for both new construction fills and replacement fills and call upon and pay for those fills as needed. The term would start January 1, 2027, and end December 31, 2028, with optional renewal for 2029. Each year will have a minimum resin purchase quantity committed, with potential pricing adjustments based on total quantity purchased each year. The resin provider will provide a separate price per cubic foot for disposal during

replacement fill events during the term of the agreement, and it is anticipated that the fills will be a mix of new fills and replacement fills.

Staff believes that having an agreement with locked in resin prices will provide cost savings to OCWD and the Producers along with providing availability and quick delivery benefits.

Proposed Pricing Options

Pricing Options	Year 1 Resin Quantities Minimum - Maximum	Year 2 Resin Quantities Minimum - Maximum	Year 3 Resin Quantities Minimum - Maximum (Optional)
1	6,000-14,999 cf	6,000-14,999 cf	6,000-14,999 cf
2	15,000-24,999 cf	15,000-24,999 cf	15,000-24,999 cf
3	25,000-35,000 cf	25,000-35,000 cf	25,000-35,000 cf

Staff requests authorization to issue a Request for Quotes for purchase of Ion Exchange resin media to determine if any product availability guarantees and/or price savings are available with a multi-year agreement.

PRIOR RELEVANT BOARD ACTIONS

12/18/24, R24-12-156: Authorize two-year Agreement with Evoqua Water Technologies, LLC for Purchase of Ion Exchange Resin Media.

5/1/24, M24-43: Authorize time extension of the two-year Agreement No. 1489 with Evoqua Water Technologies, LLC to October 31, 2024.

1/5/22, R22-1-4: Authorize execution of a two-year Agreement with Evoqua Water Technologies, LLC for an amount not to exceed \$15,000,000 and reject the “protest” of Calgon Carbon received by OCWD on the evening of January 4, 2022.

11/17/21, M21-123: Authorize publication of a Request for Quotes to Procure and Install Ion Exchange Resin Media for various Producer’s PFAS Water Treatment Plants.

AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: M. Patel/B. Smith

Budgeted: Yes - partially

Proposed Budget: \$103,815

Cost Estimate: \$109,755

Funding Source: R&R

Program/Line Item No. R24023

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

Subject: AUTHORIZE AMENDMENT NO 3 TO AGREEMENT 1735 WITH TAIT AND ASSOCIATES, INC. FOR 2025 ASPHALT PAVEMENT REHABILITATION DESIGN

SUMMARY

The first year of the District's pavement management plan to rehabilitate 35-acres of asphalt surface is coming to a close. Staff recommends issuing an amendment to an existing agreement with the project's design consultant, Tait and Associates, to perform additional city permitting tasks.

RECOMMENDATION

Agendize for August 19 Board meeting: Authorize issuance of Amendment No 3 to Agreement 1735 with Tait and Associates, Inc. for an amount not to exceed \$5,940 for the 2025 Asphalt Pavement Rehabilitation Design.

BACKGROUND/ANALYSIS

The District's properties include asphalt pavements on roadways, parking lots, and maintenance yards that total an area greater than 35 acres across more than a dozen different sites. The sites are located in the cities of Fountain Valley, Anaheim, Orange, Corona, and unincorporated Orange County areas. Some of the asphalt pavements are failing, while others are in various stages of disrepair. If proactively managed, asphalt pavements can have a long lifespan. Active maintenance of the surfaces reduces the lifecycle costs of asphalt pavements compared to replacements required after catastrophic failures. As part of its Replacement and Rehabilitation (R&R) program, the District sets aside funds each year for pavement maintenance.

In 2024, Staff worked with the consultant Bucknam Infrastructure Group, Inc. to assess existing pavement qualities and to map out a plan for their rehabilitations. The effort culminated in a Pavement Management Plan (PMP) that defines the Pavement Condition Index (PCI) for each section of asphalt, estimates the annual investment amounts that are required to maintain or improve the asphalt conditions, and recommends the sequence of work to be the most cost effective in the long-term. The PCI scale ranges from 0 to 100 and the weighted total PCI for District asphalts was

found to be 74. Staff have interpreted the PMP and laid out a multi-year plan to accomplish its recommendations.

A Request for Proposals (RFP) was issued in March 2025 to design approximately 10 acres of asphalt pavement at the Fountain Valley campus (administration and GWRS treatment plant areas), the Green Acres Project's Santa Ana Reservoir, and recharge facility sites at Burris, Riverview, Five Coves, and Kraemer Basins. Following the District's procedure to review proposals, an agreement with Tait and Associates (Tait) was authorized in May 2025. During the design process, it was established that portions of the work encroach into the City of Anaheim's right-of-way. Amendment No 1 was issued to cover expected permitting efforts associated with the encroachments. Amendment No 2 was issued to extend the agreement's end date. Staff now recommends issuance of Amendment No 3 to Tait's Agreement 1735 for an amount not to exceed \$5,940 to cover the final permitting efforts associated with the encroachments. Costs to obtain necessary city permits exceeded the original and Amendment No 2 estimates, so Amendment No 3 is required to compensate Tait and Associates for completing the permit efforts.

PRIOR RELEVANT BOARD ACTIONS

03/18/26, R26-3-43: Authorize issuance of Amendment No 1 to Agreement 1735 with Tait and Associates, Inc. for an amount not to exceed \$3,815 for the 2025 Asphalt Pavement Rehabilitation Design.

05/21/25, R25-5-74: Authorize issuance of a service Agreement to Tait and Associates, Inc. for an amount not to exceed \$100,000 for the 2025 Asphalt Pavement Rehabilitation Design.

03/19/25, R25-3-34: Authorize issuance of a Request for Proposals for the 2025 Asphalt Pavement Rehabilitation Design.

AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: M. Patel/B. Smith

Budgeted: Yes

Budgeted Amount: \$200,000

Cost Estimate: \$141,976

Funding Source: R&R

Program/ Line Item No. R26024

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

Subject: BURRIS PUMP STATION 10-YEAR MAINTENANCE

SUMMARY

Burris Pump Station plays a key role in surface water recharge, storage, and stormwater management. The station consists of four pumps with associated electrical equipment that were constructed in 2016. Two variable frequency drives (VFD) and two soft starters are due for a 10-year preventative maintenance inspection and refurbishment. Staff recommends a sole-source purchase order to OneSource for \$141,976 to perform the maintenance.

Attachment: Quote from OneSource

RECOMMENDATION

Agendize for August 19 Board meeting: Authorize issuance of Purchase Order to OneSource for \$141,976 to perform 10-year preventative maintenance on the Burris pump station drives.

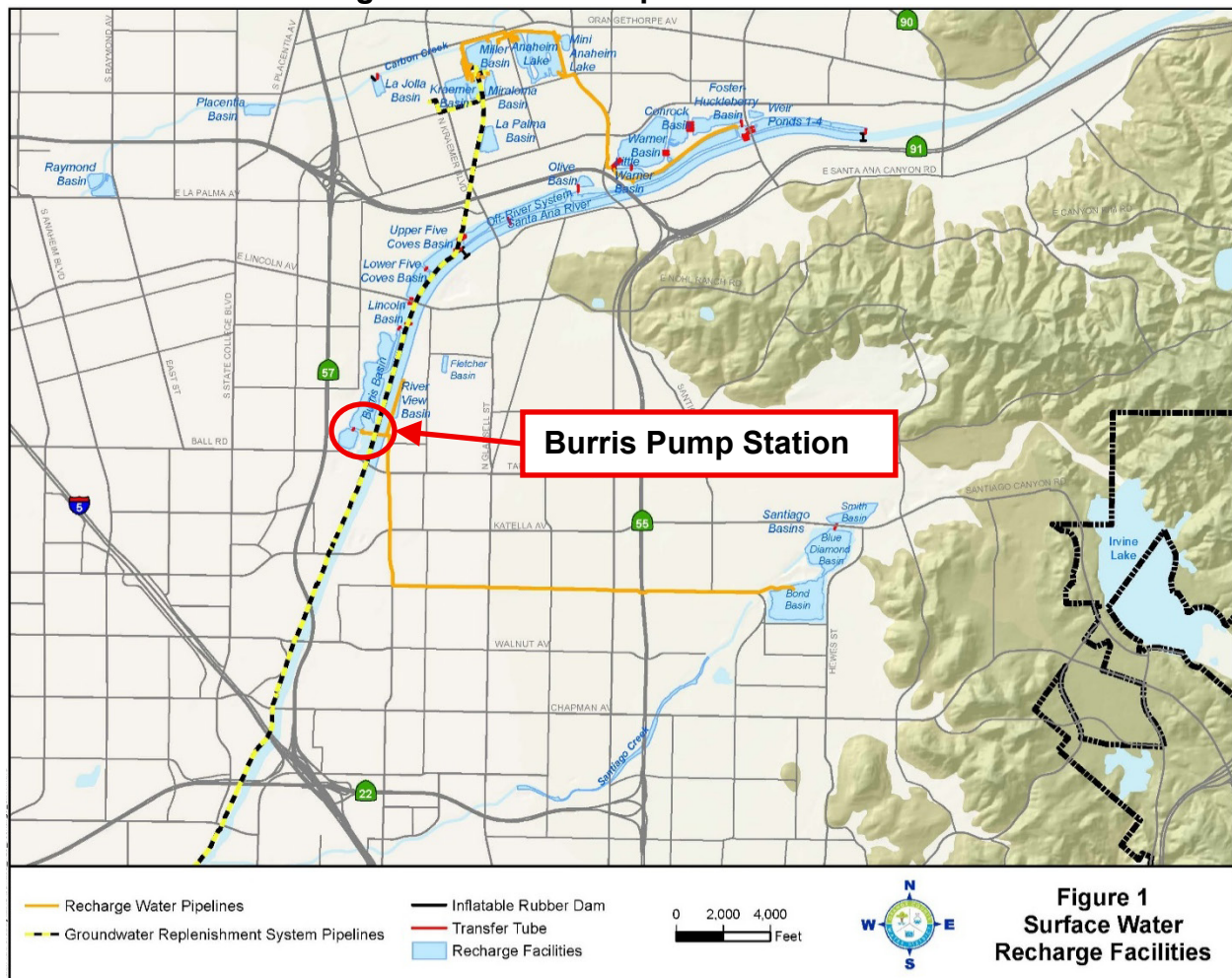
BACKGROUND/ANALYSIS

Burris Pump Station plays a key role in surface water recharge, storage, and stormwater management, see Figure 1. As the terminal basin in the off-river system, Burris Basin which includes a pump station capable of conveying more than 200 cubic feet per second (cfs), or approximately 400 acre-feet (AF) per day, through a 4.5-mile pipeline to Santiago Basin in the City of Orange. The current pump station was constructed in 2016 and consists of four pumps. Two pumps are controlled by variable frequency drives (VFD), and the other two pumps are controlled by soft starters. The station has transferred 275,000 acre-feet since its construction which is a water value of \$275 million.

The VFDs and soft starters are considered to have a 20-year lifespan by the manufacturer. To reach that lifespan, preventative maintenance must be performed. The drives are reaching their tenth year of service, and the recommended maintenance scope is much larger than the typical annual maintenance. The manufacturer has a sole vendor for the OCWD service area to perform maintenance and sales: OneSource. As the sole Rockwell Allen Bradley distributor in the area, OneSource will send highly specialized technicians that have intimate knowledge of the equipment. These

technicians also have access to factory documents and OEM parts needed to effectively perform the 10-year maintenance. Staff recommends sole-sourcing the service work to OneSource. OneSource has provided the attached quote to perform the work. Pending the results of the checks performed during maintenance, additional work with OneSource may be required. Staff recommends issuing a purchase order to OneSource in the amount of \$141,976 to perform 10-year preventative maintenance on the Burris pump station drives.

Figure 1: Burris Pump Station Location



PRIOR RELEVANT BOARD ACTION(S)

N/A



Burris Pump Station MVVFD & SMC PM

BUDGETARY ESTIMATE

Orange County Water District
California

30619946.1
Jul 15th, 2026

Presented to:
Pete Doplito
Orange County Water District
10500 Ellis Ave
Fountain Valley, CA 92708
USA

Proposed by:
Onesource Distributors Inc
4278 N Harbor Blvd
Fullerton, CA 92835
USA

Rockwell Automation Inc.
1201 S 2nd St
Milwaukee, WI 53204
USA

expanding **human** possibility®



Main Points of Contact

Orange County Water District	Primary Contact		
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	Position:	Maintenance Scheduler Planner	
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Onesource Distributors Inc	Primary Contact		
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	Position:	Services and Solutions Specialist	
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Rockwell Automation	Primary Contact		
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	Position:	Application Consultant - Sr	
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	Additional Contact		
	Name:		
	Position:		
	Phone:		
	Email:		

Revision History

Date:	Description of change:	Edited by:	Revision:
Jul 15th, 2026	None, Original Document	Rahul Rana	30619946.1

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1 Rockwell Automation Statement of Work¹

This Budgetary Estimate is offered to Onesource Distributors Inc for fulfillment to Orange County Water District ("Customer").

This estimate is for budgetary purposes only and **is not an offer to sell**.

1.1 Burris Pump Station MVVFD & SMC PM Solution Statement of Work Summary

This Rockwell Automation Medium Voltage ("MV") PowerFlex® 7000 & SMC-Flex Preventative Maintenance Services proposal is offered to Orange County Water District ("Customer").

1.2 Statement of Work Summary²

1.2.1 Basis for Statement of Work

The following details are the information used as a basis for this Statement of Work:

- Request from Orange County Water District to Rockwell Automation

Item	VFD/SMC Type	Serial #	Age (2026)	PM Scope
1	PF7000 – Fr. B	6502683648-101	10	Yr.10
2	PF7000 – Fr. B	6502683648-201	10	Yr.10
3	1562E SMC-Flex	6502683648-303	10	Yr.10
4	1562E SMC-Flex	6502683648-304	10	Yr.10

Notes:

- Key to the PM Scope
 - CX-Y**=Catchup Preventive Maintenance Year **X** to **Y**.
 - Yr.X** = Single Year Preventive Maintenance, year **X**.
 - HC** = Health Check Assessment.
 - C/R** = Custom/Remediation.
 - C/I** = Cleaning and Inspection only.
 - N/S** = No service will be provided.
- The Preventive Maintenance date needs to be confirmed 6 weeks in advance to plan the Field Services Professionals (FSP) schedule.**
- The Bill of Materials included in this proposal is shown in section 1.2.3. If the FSP finds parts that require replacement beyond the Preventive Maintenance parts, a change order will be presented to the Customer for the parts and labor.
- The previous requirement to replace Power Devices (SGCTs and SCRs) at Year 12 of the PowerFlex 7000 drive's 20-year expected lifecycle has been removed. Based on field data from our installed base and a detailed reliability assessment by the Product Quality team, Rockwell Automation now recommends continuing with yearly Health Check inspections of the Power Devices. These annual condition-based evaluations will determine whether a replacement is necessary, ensuring components are replaced only when their actual health indicates a need.

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1.2.2 Solution Description

Rockwell Automation Medium Voltage Variable Frequency Drive and Soft Starter Preventative Maintenance Services are designed to help optimize the performance of your automation assets. These services, based on Rockwell Automation's 20-year service maintenance schedule, include a standardized series of inspections performed by a Field Services Professional (FSP) to verify that your Variable Frequency Drive is operating to specifications and to maximize its availability, reliability, and efficiency.

The Scope of Work for the Preventive Maintenance services is as follows:

PM Scope →	Health Check Assessment	Single Year PM	Catch-up PM	Custom or Remediation
Parts Replacement	No parts replacement. Diagnostic labor only.	Single-year parts, depending on VFD/SMC age.	All the parts required to bring the VFDs/SMCs up to date. The customer needs to inform what was the last PM Year executed.	Will replace parts indicated in previous PM reports or requested by the customer. Proposal document will provide further details.
VFD/SMC Up to date on the PM Schedule?	The VFD/SMC will likely not be up to date on the PM schedule.	If all the previous PM Years were completed, then Yes.	Yes.	Depending on the scope. The proposal document will inform.
Scope of Work	The FSP will perform the Health Check Assessment of the VFDs/SMCs and a report about the VFD/SMC situation. The PM report may include findings that an additional troubleshooting proposal should address.	FSP will perform the Health Check Assessment and proceed with the parts replacement required for the VFD/SMC age. The PM report may include findings that an additional troubleshooting proposal should address.	FSP will perform the Health Check Assessment and proceed with the parts replacement required to bring the VFD/SMC up to date. The PM report may include findings that an additional troubleshooting proposal should address.	Tailored to the specific needs. The PM report may include findings that an additional troubleshooting proposal should address.
Lead Time	Only requires FSP scheduling (see notes related to upfront scheduling notice).	Varies based on parts availability.	Varies based on parts availability.	Varies based on parts availability.

This Statement of Work (SOW) includes Preventative Maintenance (PM) services for two (2) Medium Voltage PF7000B Variable Frequency Drives (VFDs) and two (2) Soft Starters, as identified in the Basis for Statement of Work.

1.2.3 Equipment

The following equipment is included in this Statement of Work.

6502683648-101 Yr.10 PM				
Item	Qty	Description	Scope	
1	1	Fiberglass Filter 432X795 MM	7051199_6502683648-101-Health Check	
2	1	FIBERGLASS FILTER 540X795 MM	7051199_6502683648-101-Health Check	
3	2	Washable Door Filter 53.5 x 76.95 CM	7051199_6502683648-101-Health Check	
4	1	FIBERGLASS FILTER 332MMX540MM	7051199_6502683648-101-Health Check	
5	2	PKG-SK ROTRON FAN 115V W/LEADS	7051199_6502683648-101-Power Supplies	
6	1	FAN MR2B3 SPARE PART	7051199_6502683648-101-Power Supplies	
7	12	Power Supply Board Conformal Coated	7051199_6502683648-101-Power Supplies	
8	2	Power Supply IGCT Up to 6600V	7051199_6502683648-101-Power Supplies	
9	1	Absopulse Power Supply DC To DC	7051199_6502683648-101-Power Supplies	
10	1	AC/DC Power Sup, Chass,85/264Vi,60V,600W	7051199_6502683648-101-Power Supplies	

11	1	Power Supply XLP 30 W Power Supply	7051199_6502683648-101-Power Supplies
12	1	AC to DC Power Supply 300 W	7051199_6502683648-101-Power Supplies
13	1	Powerware 9130 Battery Assembly	7051199_6502683648-101-Power Supplies
14	12	ASC Snubber Capacitor 0.1UF	7051199_6502683648-101-Snubber Capacitors
15	12	ASC SNUBBER CAPACITOR, 0.2 UF	7051199_6502683648-101-Snubber Capacitors

6502683648-201 Yr.10 PM			
Item	Qty	Description	Scope
1	1	Fiberglass Filter 432X795 MM	7051199_6502683648-201 -Health Check
2	1	FIBERGLASS FILTER 540X795 MM	7051199_6502683648-201-Health Check
3	2	Washable Door Filter 53.5 x 76.95 CM	7051199_6502683648-201-Health Check
4	1	FIBERGLASS FILTER 332MMX540MM	7051199_6502683648-201-Health Check
5	2	PKG-SK ROTRON FAN 115V W/LEADS	7051199_6502683648-201-Power Supplies
6	1	FAN MR2B3 SPARE PART	7051199_6502683648-201-Power Supplies
7	12	Power Supply Board Conformal Coated	7051199_6502683648-201-Power Supplies
8	2	Power Supply IGCT Up to 6600V	7051199_6502683648-201-Power Supplies
9	1	Absopulse Power Supply DC To DC	7051199_6502683648-201-Power Supplies
10	1	AC/DC Power Sup, Chass,85/264Vi,60V,600W	7051199_6502683648-201-Power Supplies
11	1	Power Supply XLP 30 W Power Supply	7051199_6502683648-201-Power Supplies
12	1	AC to DC Power Supply 300 W	7051199_6502683648-201-Power Supplies
13	1	Powerware 9130 Battery Assembly	7051199_6502683648-201-Power Supplies
14	12	ASC Snubber Capacitor 0.1UF	7051199_6502683648-201-Snubber Capacitors
15	12	ASC SNUBBER CAPACITOR, 0.2 UF	7051199_6502683648-201-Snubber Capacitors

[NOTE: No equipment or component replacements for the Soft Starters are included as part of this Statement of Work.]

1.2.4 Preventative Maintenance Scope of Work

1.2.4.1 MV VFD PF7000

Physical Checks

- Record/Validate Drive, Motor and Feedback Device Nameplate Information
- Examine environment in which drive is installed (clean, ambient temperature – visual) and record
- Inspect input/output/bypass contactor sections
- Inspect all associated drive components for loose power cable connections and ground cable connections
- Torque all loose cables to the required torque specifications
- Inspect the bus bars and check for any signs of overheating / discoloration and tighten the bus connections to the required torque specifications
- Use torque sealer on all connections
- Clean all cables and bus bars that exhibit dust build-up
- Carry out the integrity checks on the signal ground and safety grounds
- Check for any visual/physical evidence of damage and/or degradation of components in the low voltage compartments. This includes Relays, Contactors, Timers, Terminal connectors, Circuit breakers, Ribbon cables, Control Wires, etc.; causes could be corrosion, excessive temperature, or contamination
- Clean all contaminated components using a vacuum cleaner and wipe clean components where appropriate
- Check for any visual/physical evidence of damage and/or degradation of components in the medium voltage compartments (inverter/rectifier, cabling, DC Link, contactor, load break, harmonic filter, etc.). This includes main cooling fan, power devices, heat sinks, circuit boards, insulators, cables, capacitors, resistors, current transformers, potential transformers, fuses, wiring, etc.; Causes could be corrosion, excessive temperature, or contamination
- Carry out the physical inspection and verification of the proper operation of the contactor/isolator interlocks, key interlocks, and door interlocks
- Physical verification of the additional cooling fans mounted in the AC Line Reactor cabinet; check the Harmonic Filter cabinet for mounting and connections.
- Clean the fans and ensure that the ventilation passages are not blocked, and the impellers are freely rotating without any obstruction.
- Carry out the insulation meggering of the drive, motor, isolation Megger the drive, motor, isolation transformer/line reactor, and the associated cabling
- Check clamp head indicator washers for proper clamp pressure, and adjust as necessary
- Check resistors and capacitors for all snubber resistors, sharing resistors and snubber capacitors

Control Power Checks

- Apply 3 Phase Control power to the drive, and test power to all the vacuum contactors (input, output, and bypass) in the system, verifying all contactors can close and seal
- Verify all single-phase cooling fans for operation
- This includes the cooling fans in the AC/DC Power supplies, DC/DC converter
- Verify the proper voltage levels at the CPT (if installed), AC/DC Power Supplies, DC/DC converter, isolated gate power supply boards
- Verify the proper gate pulse patterns using Gate Test Operating Mode
- If there have been any changes to the system during the outage, place the drive in System Test Operating Mode and verify all functional changes

Final Power Checks Before Restarting

- Put all equipment in the normal operating mode, and apply medium voltage
- If there were any changes to the motor, input transformer, or associated cabling, retune the drive to the new configuration using auto tuning

- Save all parameter changes (if any) to NVRAM
- Run the application up to full speed/full load
- Capture the drive variables while running, in the highest access level if possible

Consultation and Remediation

- Review Maintenance and Operator Logs
- Informal Instruct on drive operation and maintenance
- Reminder of safety practices and interlocks on MV equipment, and on specific operating concerns
- Reminder of the need to properly identify operating conditions
- Review installed equipment revisions and compare against any known Product Service Advisories
- Make recommendations on needed critical spares stocking
- Perform Maintenance & Record

1.2.4.2 MV Soft Starters

Physical Checks

- Record/Validate Starter and Motor Nameplate Information
- Examine environment in which starter is installed (clean, ambient temperature – visual) and record
- Inspect input/output/bypass contactor sections
- Ensure that all medium voltage barriers are properly in place
- Inspect all associated starter components for loose power cable connections and ground cable connections
- Torque all loose cables to the required torque specifications
- Inspect the bus bars and check for any signs of overheating / discoloration and tighten the bus connections to the required torque specifications
- Clean all cables and bus bars that exhibit dust build-up
- Use torque sealer on all connections
- Carry out the integrity checks on the signal ground and safety grounds
- Check for any visual/physical evidence of damage and/or degradation of components in the low voltage compartments. This includes Relays, Contactors, Timers, Terminal connectors, Circuit breakers, Ribbon cables, Control Wires, etc.; causes could be corrosion, excessive temperature, or contamination
- Clean all contaminated components using a vacuum cleaner and wipe clean components where appropriate
- Check for any visual/physical evidence of damage and/or degradation of components in the medium voltage compartments (Isolation Switch, cabling, contactor, load break, harmonic filter, etc.). This includes insulators, cables, capacitors, resistors, current transformers, potential transformers, fuses, wiring, etc.; Causes could be corrosion, excessive temperature, or contamination
- Carry out the physical inspection and verification of the proper operation of the contactor/isolator interlocks, key interlocks and door interlocks
- Lubricate the vacuum contactor, isolating switch-blade assemblies by using the recommended lubricants
- Physical verification of the additional Harmonic Filter cabinet for mounting and connections
- Check heat-sink clamp pressure, adjust if necessary
- Visually check exposed fibre optic cables for any signs of abrasion or kinks, replace if necessary
- Check that fibre optic cables are fully seated in the transmitter/receiver sockets and are retained in place by the plastic latch
- Visually check SCR gate leads for any signs of abrasion, the gate leads should not rub against any of the heat-sink surfaces

- Check that gate leads are secure at the driver card terminations

Control Power Checks

- Perform a visual audit for damaged control circuit
- Apply Control power to the starter, and test power to all of the vacuum contactors (input, output, and bypass) in the system, verifying all contactors can close and seal
- For Contactors, if the wear indicator located on the front side of the hex shaft has moved up into the bottle when the contactor is closed, it is time to replace the contactor
- Check all the meters (ammeter, voltmeter) for sluggishness
- Check the continuity of power and control circuit
- Check and confirm solid grounding in cabinet and doors
- Check the twisted pair wiring
- Perform a visual and tug test for loose connections on control wiring and tighten as required
- Check and verify the settings on all the protective devices match the load requirements
- Perform the functional checks on the auxiliary switch assemblies on the isolator and set them properly if required
- Perform the operational checks on the contactor using the control power
- Check and record the dip switch/jumpers, keying pins/jumpers, timing relays, breakers, potentiometers, etc. as existing on the starter
- Record the settings of all metering modules (Multilin, Bul.825 etc.)

Gate Driver Pulse Checks:

- Perform resistance checks first, then proceed to control power checks
- Power up the controller in test mode and complete gate checks
- Locate the portable test power supply that was included with the controller
- Plug the unit into the AC power source and check each gate driver boards
- Ensure that the power supply levels are within the limits
- With an oscilloscope insure that there is a gating pulse at the SCR gate terminations
- When each gate driver has been checked, disconnect the power supply and removed it from the cabinet
- All DIP1 switches must be open before returning the controller to normal service

Final Power Checks

- Check all parameters in the SMC Module Controller and confirm with the customer
- Retain a copy of the starter setup for future reference
- Put all equipment in the normal operating mode, and apply medium voltage
- Run the application up to full speed/full load

Consultation and Remediation

- Review Maintenance and Operator Logs
- Informal instruction on MV SMC Flex Soft Starter operation and maintenance
- Reminder of safety practices and interlocks on MV equipment, and on specific operating concerns
- Reminder of the need to properly identify operating conditions
- Review installed equipment revisions and compare against any known Product Service Advisories
- Make recommendations on needed critical spares stocking
- Perform Maintenance & Record

1.2.4.3 Service Maintenance Schedules (MV VFD and MV SS Preventative Maintenance)

MV VFD Preventative Maintenance includes a visual inspection of all drive components visible from the front of the unit, power component resistance checks, power supply voltage level checks, tightness checks for all accessible power connections, general cleaning, and maintenance.

The 20 year service maintenance schedule of a MV VFD is shown below.

Period Interval (Years)		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Air-Cooling System	Door Mounted Air Filters ⁽¹⁾⁽²⁾	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R
	Main Cooling Fan Motor	I	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I
	Redundant Cooling Fan Motor (if supplied)	I	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I
	Small Aux. Cooling Fans "Caravel"	I	I	I	I	R	I	I	I	I	I	R	I	I	I	I	R	I	I	I	I	I
Power Switching Components	Power Devices (SGCTs/SCRs) ⁽³⁾	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Snubber Resistors/Sharing Resistors/HECS	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Rectifier Snubber Capacitors ⁽⁴⁾⁽⁵⁾	I	I	I	I	I/R ⁽⁵⁾	I	I	I	I/R ⁽⁵⁾	I	Rv/R ⁽⁵⁾	I	I/R ⁽⁵⁾	I	I	I	I/R ⁽⁵⁾	I	I	I	I
	Inverter Snubber Capacitors ⁽⁶⁾⁽⁷⁾	I	I	I	I	I	I	I	I	I	I	R	I	I	I	I	I	I	I	I	I	I
	Integrated Gate Driver Power Supply	I	I	I	I	RFB/R	I	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	I
	Self-Powered SGCT Power Supply (SPS)	I	I	I	I	RFB/R	I	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	I
Integral Magnetics/Power Filters	Self-Powered SCR Power Supply (SCR SPGDB)	I	I	I	I	RFB/R	I	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	I
	Isolation Transformer/Line Reactor	I	I	I	I	M	I	I	I	I	I	M	I	I	I	I	M	I	I	I	I	I
	DC Link/CMC	I	I	I	I	M	I	I	I	I	I	M	I	I	I	I	M	I	I	I	I	I
Control Cabinet Components	Line/Motor Filter Capacitors	I	I	I	I	M	I	I	I	I	I	M	I	I	I	I	M	I	I	I	I	I
	AC/DC and DC/DC Power Supplies	I	I	I	I	RFB/R	I	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	I
	Control Boards	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Batteries (DCBs and CIB)	I	I	R	I	I	R	I	I	R	I	I	I	R	I	I	R	I	I	R	I	I
Connections	Battery Module (UPS) ⁽⁸⁾	I	I	I	I	R	I	I	I	I	I	R	I	I	I	I	R	I	I	I	I	I
	Low Voltage Terminal Connections/Plug-in Connections	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Medium Voltage Connections	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Heatsink Bolted Connections	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Medium Voltage Connections (Rectifier) ⁽⁴⁾	-	-	-	f ⁽⁴⁾	-	-	-	f ⁽⁴⁾	-	-	f ⁽⁴⁾	-	-	f ⁽⁴⁾	-	-	-	f ⁽⁴⁾	-	-	-
Enhancements	Medium Voltage Connections (Inverter) ⁽⁶⁾	-	-	-	-	-	-	-	-	-	-	I	-	-	-	-	-	-	-	-	-	-
	Firmware	-	-	Rv	-	-	Rv	-	-	Rv	-	-	-	Rv	-	-	Rv	-	-	Rv	-	-
	Hardware	-	-	Rv	-	-	Rv	-	-	Rv	-	-	-	Rv	-	-	Rv	-	-	Rv	-	-
Operational Conditions	Parameters	I	I	Rv	I	I	Rv	I	I	Rv	I	I	I	Rv	I	I	Rv	I	I	Rv	I	-
	Variables	I	I	Rv	I	I	Rv	I	I	Rv	I	I	I	Rv	I	I	Rv	I	I	Rv	I	-
	Application Concerns	I	I	Rv	I	I	Rv	I	I	Rv	I	I	I	Rv	I	I	Rv	I	I	Rv	I	-
Spare Parts	Inventory/Needs	I	I	Rv	I	I	Rv	I	I	Rv	I	I	I	Rv	I	I	Rv	I	I	Rv	I	-

Figure 1: 20 Year Service Maintenance Schedule

Note the following when reading the schedule:

- **I – Inspection** indicates that the component should be inspected for signs of excessive accumulation of dust or debris and/or external damage.
- **M – Maintenance** indicates a maintenance task that is outside the normal preventative maintenance tasks, and can include the inductance testing of Line Reactors/DC Links, or the full testing of an isolation transformer.
- **R – Replacement** indicates that the component has reached its mean operational life, and should be replaced to decrease the chance of component failure.
- **C – Cleaning** indicates the cleaning of a part that can be reused.
- **Rv – Review** refers to a discussion with Rockwell Automation.
- **RFB/R – Refurbishment/Replacement** indicates that the parts can be refurbished at lower cost or the parts can be replaced with new ones.

MV SS Preventative Maintenance includes a visual inspection of all internal soft starter components visible from the front of the unit, power component measurement checks, tightness checks for all accessible power connections, general cleaning, and maintenance.

The 20 year service maintenance schedule for a MV SMC Flex Soft Starter is shown below.

Rockwell Automation Medium Voltage SMC Flex Soft Starter Preventative Maintenance Schedule																						
	Interval Periods (In Years)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Isolation Switch	Knife Blades & Stationary Terminal		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Knife Blade and Stationary Terminals		C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
	Auxiliary Contacts & Actuator		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
Vacuum Contactors	Vacuum Bottles Wearing Indicator		I	I	-	I	-	I	-	I	-	I	-	I	-	I	I	I	I	I	I	I
	Return Springs		I	I	-	I	-	I	-	I	-	I	-	I	-	I	-	I	-	I	-	I
	Auxillary Contacts		I	I	-	I	-	I	-	I	-	R	-	I	-	I	-	I	-	I	-	R
	Fuse Clips		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
Control Potential / Transformers	Fuse Clips		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Connections		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
SMC Flex Power Components	Semi-Conductors		I	-	I	-	I	-	I	-	I	-	I	-	I	-	I	I	I	I	I	I
	Snubber Resistors		I	-	I	-	I	-	I	-	I	-	I	-	I	-	I	I	I	I	I	I
	Snubber Capacitors		I	-	I	-	I	-	I	-	I	-	I	-	I	-	I	I	I	I	I	I
	Fans (If Equipped)		I	I	I	I	R	I	I	I	I	R	I	I	I	I	R	I	I	I	I	R
	Print Circuit Boards		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
SMC Flex Control Module	Fiber Optic Cables		I	-	I	-	I	-	I	-	I	-	I	-	I	-	I	I	I	I	I	I
	Printed Circuit Boards		I	-	I	-	I	-	I	-	I	-	I	-	I	-	I	I	I	I	I	I
	Firmware Version		I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
	IntelliVac / Relay Control		I	-	I	-	I	-	I	-	I	-	I	-	I	-	I	I	I	I	I	I
Synchronous Machine Exciter	Circuit Boards		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Fuses / Fuse Clips		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Discharge Resistor		I	-	I	-	I	-	I	-	I	-	I	-	I	-	I	I	I	I	I	I
	Fans (If Equipped)		I	I	I	I	R	I	I	I	I	R	I	I	I	I	R	I	I	I	I	R
	Bridge Rectifier		I	-	I	-	I	-	I	-	I	-	I	-	I	-	I	I	I	I	I	I
Protection Relays	Replace Batteries (If Applicable)		I	I	I	I	R	I	I	I	I	R	I	I	I	I	R	I	I	I	I	R
	Firmware Version		I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
	Parameters		I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
Operational Conditions	Parameters		I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
	Variables		I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
	Application Concerns		I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
	Mechanical Interlocks		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
Spare Parts	Inventory / Needs		I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I

Figure 2: 20 Year Service Maintenance Schedule

Note the following when reading the schedule:

- **I – Inspection** indicates that the component should be inspected for signs of excessive accumulation of dust or debris and/or external damage.
- **R – Replacement** indicates that the component has reached its mean operational life, and should be replaced to decrease the chance of component failure.
- **C – Cleaning** indicates the cleaning of a part that can be reused.
- **Rv – Review** refers to a discussion with Rockwell Automation.

1.2.5 Services

This proposal includes the services described below to be executed at the site located in Fountain Valley, CA.

- **PM Services for the MV VFD and SMC listed above:**
Duration of this activity is estimated to be up to 10 (ten) consecutive weekdays / 100h, Monday through Friday between the hours of 8:00a.m. and 6:00p.m. local time (excluding Rockwell Automation observed holidays), up to 10 (ten) hours per day.

General notes:

1. The charges for the “**Estimated Labor**” items will be based on the actual incurred labor time (both worked and standby), as well as travel time and expenses, according to the rates and fees outlined in this proposal applicable at the time the services are performed.
 - a. Refer to clarifications C15, C16 and C17 from the Assumptions, Clarifications, and Exceptions table for details.
2. This proposal includes remote travel time and expenses (meals and lodging) estimation for the period presented above.
3. This proposal includes 2 (two) trips to the customer site. If additional trips or a different schedule is required due to standby time, scope change or any other unforeseen issue, extra time/trips will be charged based as incurred.
4. Customer need to schedule the services 6 (six) weeks in advance. Shorter notice may incur additional charges.
5. The devices must be fully installed and ready to service upon Rockwell Automation professional arrival at the site.
6. This proposal considers that all the devices are from Rockwell Automation products lines.
7. This proposal considers that the VFDs have front-only access for Snubber Capacitor replacement.
8. Due to the weight and size, the Main Fan and Power Cage replacements require additional resources. This proposal considers that the Customer will provide resources to support Rockwell Automation FSP during these tasks.
9. If a Lifting Device is required, it should be provided by the Customer.
10. The process should be ready for the VFD / Motor to start, to complete the Preventive Maintenance services. Otherwise, the standby time or additional site visits to start the VFD / Motor will be charged as incurred.
11. The engineering time charge is in multiples of 0.5 day of work.
12. The FSP may generate the Preventive Maintenance Service Report in office, and the hours will be charged as incurred.
13. This proposal price estimation already includes the Project Management time for the period presented above. In addition to the on-site engineering hours, there are the Project Management hours. 8% of the engineering hours will be charged as PM hours, rounded to the closest 0.5h value.
14. The price of this proposal already includes premium time charges for the period and workdays informed above.

1.2.6 Schedule

The work will be scheduled on dates and at times which are agreeable to Customer and Rockwell Automation.

06 weeks advance notice is requested.

1.2.7 Delivery

Delivery is approximately 40-42 weeks from Rockwell Automation acceptance of Purchase Order.

Delivery is based on availability at time of purchase and is subject to change.

Refer to the Customer Responsibilities section. Additional time and cost may apply if not complying with those requirements.

Note:

Unless otherwise specified in this proposal, Rockwell Automation and Customer shall mutually agree on a schedule at the Kick-Off Meeting for completing the services offered in the Statement of Work based on the following time periods:

- **For Proposals including equipment:** no later than 90 days after the delivery of the equipment.
- **For Proposals including labor only:** no later than 90 days after the Acceptance of the Purchase Order.

If the services are not completed within the above time periods or per the agreed schedule, Rockwell reserves the right to revise pricing or to terminate the Agreement in accordance with the Terms and Conditions of this Proposal.

1.2.8 System Documentation

Rockwell Automation will provide the following, in up to 10 business days after the completion of on-site services:

- Preventative Maintenance Service Report

1.2.8.1 Services Not Covered

The following items are **NOT** included in this Statement of Work.

- Removal of, or protection from, hazardous materials.
- Electrical, structural, civil, piping, or mechanical designs and installation outside of statement of work
- Site assistance during installation outside of statement of work.
- No approval drawings or approval cycle included.
- Supply or modification of network media between enclosures, buildings and process areas.
- Any modifications to conduit and/or wiring that extends outside the Rockwell Automation structure detailed in this Statement of Work.
- Connections to 3rd party equipment.
- Field modifications, upgrades or engineering changes.
- Formal operator, maintenance, or electrical training.
- Dispose of coolant if required.
- Any services not explicitly stated within this proposal.

1.3 Customer Responsibilities

1.3.1 Documentation Requirements

At release of order, Customer will provide any documents required for completion of MV VFD Preventative Maintenance upon receipt of order acknowledgement confirmation.

Note: If Customer documents are not delivered by the required date, the Documented Change Request (DCR) Process will be followed to address any resulting delays.

1.3.2 Single Point of Contact

Customer will designate a representative that is authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

1.3.3 Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation, and control system supplied to assist Rockwell Automation personnel.

1.3.4 Access to the System

Customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this Statement of Work.

1.4 Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications, and exceptions have been made by Rockwell Automation in the development of this Statement of Work, in addition to the notes already included throughout the proposal:

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
A1	Safety. All aspects of mechanical, electrical, and process safety are responsibilities of Customer.
A2	Mechanical Designs and Services. All electrical, structural, civil, piping, or mechanical designs and services are to be managed by Customer and their selected contractor(s) unless otherwise specified in this Statement of Work.
C1	Quotation Scope. This quotation includes only the hardware, software, and services that are specified in the Statement of Work.
C2	Documentation. All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C3	Network Wiring. Rockwell Automation is not responsible for the supply or modification of network media and wiring between enclosures, buildings, and process areas.
C4	System Performance and Design. Rockwell Automation is a manufacturer of industrial control equipment that is component parts on machines or manufacturing systems designed by others. As the provider of control equipment or engineering services related to that equipment, Rockwell Automation's description of responsibility is limited to the individual controls of the system only. The overall performance and overall design of the machine or manufacturing system, including safety features and failure modes, are the responsibility of others and are not included in Rockwell Automation's Statement of Work. The services provided by Rockwell Automation are not the services of an Engineer of Record or Professional Engineer.
C5	RoHS. Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C6	Hazardous Materials. Rockwell Automation is not responsible for the removal of or protection from hazardous materials.
C7	Existing Devices. Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C8	Existing Equipment. Rockwell Automation is not responsible for electrical/mechanical adjustments, or changes/replacements to existing equipment required for advancing the process into a production status. This includes system performance consulting and support of equipment supplied by others that affects the performance of Rockwell Automation supplied equipment.
C9	Documented Change Request (DCR) Process. Changes to this scope of work requested by Customer throughout the duration of the project will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule impacts will be prepared when a change in scope is identified. Refer to the change provision of the Terms and Conditions of Sale referenced in this Statement of Work.
C10	Customer or Site-Specific Requirements. This Statement of Work does not include Customer specific requirements or on-site activities such as Customer or site-specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C11	Rigging and Handling. Rigging and handling to receive, store, move and set the Rockwell Automation supplied equipment is the responsibility of Customer. The equipment will be stored at Customer's facility in a mutually agreed upon area. A secure and dry area is required.
C12	Installation Services. Demolition, installation, and wiring services are not included in this Statement of Work. Rockwell Automation Installation Services can be offered upon request at an additional expense.

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
C13	Optional Services. Extended warranties, additional training, additional engineering support, and other services are available upon request and are not included in this Statement of Work.
C14	Spare Parts. Spare parts are not included in this Statement of Work.
C15	On-site Working Hours. Standard Rockwell Automation working hours are Monday through Friday, 8:00 AM to 6:00 PM (first 8 hours/day). Hours not included in the scope of this Statement of Work and worked outside the standard working hours will be billed as follows: 1.5 Times Standard Rate - Saturdays and any hours exceeding eight (8) on a weekday or performed outside the standard working hours 2.0 Times Standard Rate - Sundays and holidays
C16	Travel Time & Expenses. Travel time and expenses in excess of those which are included in this Statement of Work will be billed as follows: - Travel time to and from the jobsite is billed at the travel rate. - Overnight expenses (hotel and meals) are billed at the overnight rate. - Transportation, auto rental, phone, and miscellaneous expenses are billed at cost plus a 10% administrative handling fee.
C17	Stand-by Time. Stand-by time is defined as time spent on-site waiting for completion of customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, Rockwell Automation's specific responsibilities. Stand by time will be invoiced separately at applicable time and expense rates.
C18	Infectious Disease Planning. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding. In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.
C19	Work Site Safety. Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally-recognized standards and regulations, for work at the site.
C20	Ethics and Compliance. All of Rockwell Automation's employees and every person who performs work for, or on behalf of Rockwell Automation are treated with respect and dignity. Rockwell Automation has a no-tolerance policy for discrimination, and harassment, and zero tolerance for workplace violence and weapons. Please see the PartnerNetwork Code of Conduct and the Rockwell Automation Global Policy People for further details. https://www.rockwellautomation.com/en-us/company/about-us/sustainability/ethics-compliance.html
C21	Third Party Software. This Statement of Work may include third party software that is subject to third party license terms ("Third Party Software"). Customer's right to use such Third Party Software as part of or in connection with the Work is subject to any applicable acknowledgements and license terms accompanying such Third Party Software contained therein. If there is a conflict between the licensing terms of such Third Party Software and this Statement of Work, the licensing terms of the Third Party Software shall prevail in connection with the related Third Party Software.
C22	Information Security Standards In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices: Data Transmission Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place using secure, industry acceptable, standards (e.g., password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, an encrypted file transfer service; physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use a Customer specified system, the

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
	security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility. 2. Customer-Provided Hard Disk If Rockwell Automation personnel are required to use Customer-provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry standard open source encryption solutions. The Customer must use commercially reasonable efforts to prevent the Customer-provided hard disk from introducing any malicious software into Rockwell Automation's systems. These efforts shall include, but are not limited to, the use of anti-virus and/or anti-malware and the regular deployment of security patches to remediate any vulnerabilities. 3. Remote Access Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.
C23	Cybersecurity for Solutions. Sub-contractors and/or third-party vendors will follow any applicable industry best practices and/or guidelines for cybersecurity and data protection with regard to IEC 62443 2-4.
C24	Personal Data. To the extent Rockwell Automation processes personal data in the performance of the services under this Statement of Work, such processing of personal data will be conducted in accordance with the Data Processing Addendum ("DPA") available at https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/data-processing-addendum.html .
C25	Customer Information. Pursuant to the Customer Information provision in this Statement of Work, Rockwell Automation will share with its authorized distributor partner of record the types of Customer Data described therein.
C26	Customer Success Publication. Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer's name and logo in internal and external marketing materials and will share only the solutions and services purchased, Customer industry, location, and general results through a customer success story. Rockwell Automation will make no claims that Customer endorses the product or solution, and the success story will be used for marketing purposes only.
E1	This field intentionally left blank.

Table 1: Assumptions, Clarifications, and Exceptions

1.5 Rockwell Automation Commitment for Sales Through Distribution

The Rockwell Automation Commitment for Sales Through Distribution (the "Commitment Terms") found at <https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/commitment-for-sales-through-distribution.html> covers purchases by Distributor's customer ("Customer") from Distributor of the Products and Services described and integrated pursuant to this Statement of Work to be provided by Rockwell Automation, Inc. and/or its affiliates. The Commitment Terms apply directly to Customer and Rockwell Automation.

2 Distributor Commercial Terms

2.1 Pricing Summary

Onesource Distributors Inc's price is based on the Statement of Work set forth in Section 1 above. All prices are in USD. Quotation is valid for 60 days from date of issue.

Burris Pump Station MVVFD & SMC PM Solution per Quotation #30619946.1		
Item	Description	Price
1	PF7000 (x2) & SMC (x2) – (Yr. 10 PM)	\$141,976.00
Total:		\$141,976.00

The total price provided is based on the purchase of the full scope of supply. Unless unit pricing is called out as an add or delete price, any itemized unit pricing is approximate and provided for informational purposes only and does not constitute an offer.

2.1 Invoicing Schedule

Payment terms are net thirty (30) days from invoice

2.2 Purchase Order Instructions

Remit PO to: Santos Merino smerino@1sourcedist.com

2.3 Onesource Distributors Inc Terms and Conditions of Sale

1. PROPOSAL and ACCEPTANCE OF ORDER: Quotations, bids and proposals (hereinafter “Proposal(s)”), provided by OneSource Distributors, LLC (hereinafter “OneSource”), and where applicable, OneSource’s vendors, suppliers and manufacturers (hereinafter “Suppliers”), shall be expressly limited to and conditioned upon these Terms and Conditions. The term “Products” includes products, goods, parts, components, equipment, materials, and programming, start-up and training services, and any other items accepted by OneSource in an order placed by Buyer. Placement of an order for Products (“Order”) with OneSource constitutes acceptance of OneSource’s proposal (if provided), and these Terms and Conditions as written. Any additional, different or contrary terms in Buyer’s purchase order or order form are deemed to be material alterations and notice of objection to them and rejection of them is hereby deemed given. Further, acceptance or acknowledgment by OneSource of an Order shall be (1) expressly limited to and conditioned upon these Terms and Conditions, (2) subject to credit approval at the sole discretion of; and (3) subject to acceptance of the Order by OneSource, and where applicable, OneSource’s Suppliers. The limit of Buyer’s open account may be increased or decreased from time to time at the sole discretion of OneSource and at all times must be satisfactory to OneSource otherwise, OneSource may terminate the Order upon notice to Buyer and without liability to OneSource. Payment for, or acceptance of, any delivery of Products or performance by OneSource shall also constitute Buyer’s acceptance of these Terms and Conditions. In no event shall OneSource’s quote or any Order include any design, installation, supervisory, or other services for which an engineering or contractor’s license is required. OneSource’s Proposal, the Order, and these Terms and Conditions constitute the entire and exclusive agreement (“Agreement”) of the Parties with respect to the Products provided hereunder and supersede all previous and contemporaneous written and oral agreements and warranties related to the subject matter hereof. The failure of either party to insist upon the performance of any of part of this Agreement or shall not be deemed to be a waiver in the future. Pricing breakouts for Products are for billing and accounting purposes only and shall not be used by Buyer to determine pricing for changes change order pricing. In the event Buyer requests a change, the costs and shipping times shall be adjusted as provided in writing by OneSource.

2. TAXES: Buyer shall pay the amounts of any sales, use, value added, excise, gross receipts, gross income, business and occupation or similar present or future taxes, duties or other assessments imposed by any governmental authority on the sale, purchase, delivery, transporting, use or storage of, or otherwise in connection with, Products sold by OneSource to Buyer, as well as the amounts of any fine, penalty or interest thereon. Buyer shall supply to OneSource copies of evidence of payment of or exemption from any taxes, duties or other assessments which Buyer is obligated to pay.

3. TERMS OF PAYMENT: All purchases are due in net thirty days (Net 30) from invoice date, with interest accruing at a rate of 18% per annum for any late payments. In no event shall Buyer withhold retention from any payments. In the event Buyer falls behind on payment and fails to bring its account current within 10 days of OneSource written notice to do so, then OneSource shall have the right to suspend further shipments until all outstanding invoices are paid. In no event shall OneSource be required

to provide waivers or releases of mechanics' lien rights, stop notice rights, or bond claim rights as a condition for payment, except as provided under California Civil Code, Sections 8132, 8134, 8136, and 8138 relating to conditional and unconditional waivers and releases.

4. **DELIVERY AND TRANSPORTATION:** Unless otherwise expressly agreed in writing by OneSource, all Products shall be delivered F.O.B. shipping point and risk of loss or damage to the Products passes to and is assumed by Buyer at the point of shipment. Buyer shall incur all costs for any requirements that deviate from OneSource's or its Suppliers' standard packing and shipping methods. Buyer shall strictly comply with all requirements of the shipping or freight company related to inspections and damage to Products, otherwise Buyer's right to any claim for damage during shipment is waived. The Buyer hereby agrees to pay a storage charge as reasonably determined by OneSource on all Products that are not accepted by Buyer when said Products are available for shipment.

5. **CANCELLATIONS and RETURNS:** Buyer may not cancel the Order without written agreement by OneSource, and Buyer shall pay the amount assessed by any of OneSource's Suppliers for such cancellation, plus a reasonable amount as determined by OneSource as compensation for work provided in relation to the Order. OneSource must approve all returns, which, if approved are subject to a restocking charge as determined by OneSource, and Buyer at its sole cost is responsible for shipping any returned Products to OneSource or its Suppliers, at OneSource's sole discretion. All risks of loss and damage for returns are borne by Buyer.

6. **DELAY IN DELIVERY/FORCE MAJEURE:** Factory shipment or delivery dates are the best estimates of OneSource and/or its Suppliers. OneSource shall not be liable for any delays or damages suffered or claimed by Buyer, Buyer's customer, or the ultimate user of the Products, due to delays in delivery or for failure to perform resulting from or due to any cause whatsoever not reasonably within OneSource's control, including, without limitation, delays on the part of OneSource's Suppliers, accidents to or breakdowns or mechanical failure of machinery or equipment; inclement weather; strikes, lockouts or other labor difficulties; shortage of labor, utilities, energy sources, transportation, or raw materials or parts, or failure of usual means of supply; fires; floods; explosions; war, declared or undeclared; insurrection; riots; acts of God or a public enemy; or priorities, allocations or limitations or other acts required or requested by the Federal, state or local governments or any of their subdivisions, bureaus or agencies, and any excuse for nonperformance available under the Uniform Commercial Code or any other applicable law. OneSource may, at its option, cancel any Order of Buyer or delay performance hereunder for any period reasonably necessary due to any of the foregoing, during which time this Agreement shall remain in full force and effect. OneSource shall have the further right to then allocate its available products among its consumers in such manner as OneSource in its sole discretion may consider equitable. Should the shipment of any Products be delayed due to a cause or event which is reasonably within OneSource's control, and such delay causes actual damage to Buyer, then in no event shall the aggregate amount of liability that OneSource has under any Order for any and all such delays be greater than 10% of the value of the Product delayed, or \$20,000.00, whichever is less, and this aggregate amount shall be the sole and exclusive liability that OneSource shall have for delays.

7. **WARRANTIES:** Products sold by OneSource are not manufactured by OneSource. The Products may, however, be covered by a Suppliers' warranty (if any) for the standard time frames provided by each Supplier. OneSource hereby assigns and passes through to the Buyer any warranty of the Suppliers, and Buyer acknowledges that it shall have recourse only under such warranties and only as against each such Suppliers of the Products. ONESOURCE MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS IT SELLS. ONESOURCE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SUCH PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, ANY PERFORMANCE WARRANTIES OR GUARANTEES, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

8. **INDEMNITY and LIABILITY:** To the greatest extent allowed by law, Buyer shall indemnify, defend and hold OneSource harmless from all claims, damages, expenses, liabilities and losses ("Claims"), including, without limitation attorney's fees and costs incurred, for personal injuries, bodily injury, property damages or other losses, whether or not a lawsuit or other action is filed, resulting from, related to, or occurring from the use or failure of any Products provided by OneSource to the extent not caused by OneSource's sole or active negligence. Notwithstanding anything to the contrary, in no event shall the total cumulative aggregate liability of OneSource resulting from, arising out of or in connection with this Order or the Products provided by OneSource exceed the value of the Product or service upon which the Claim is based, or the coverage available under any insurance policy OneSource has in place which applies to this Order, whichever is less, regardless of the legal or equitable theory upon which the Claim of liability is based. Notwithstanding anything to the contrary, in no event shall OneSource or its affiliates and Suppliers be liable to Buyer for any indirect, consequential, incidental, special, exemplary or punitive damages, including, but not limited to, damages incurred by the Buyer, Buyer's customer, or the ultimate user of the Products; for rental expenses; for lease expenses (both real property or equipment); for losses of use, income, profit, financing, business and reputation; for loss of management or employee productivity or of the services of such persons; for principal office expenses including the compensation of personnel stationed there; or for loss of profit (whether arising from or related to breach of contract, tort, including negligence, strict liability, warranty, indemnity or any other cause of action, claim or basis whatsoever).

9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws rules. The parties irrevocably submit to the jurisdiction of the state and federal courts located in San Diego, California for any action or proceeding regarding this Agreement, and the parties waive any right to

object to such jurisdiction, except a suit filed in order to perfect a lien or stop payment notice claim, may be filed in the county in which the project is located. In the event a dispute arising out or related to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and all expenses and costs, including, but not limited to, expert witness fees, incurred, in addition to any other relief to which it is entitled. If any provision of this Agreement is determined to be invalid or unenforceable, that provision will be deemed to be severed from this Agreement or may be modified to give its intent and purpose, and will not cause the remainder of this Agreement to be invalid or unenforceable.

Accepted.

Customer: _____

Date: _____

AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: M. Patel/B. Smith/
O. Reynoso

Budgeted: Yes

Proposed Budget: \$1,500,000

Cost Estimate: \$1,500,000

Funding Source: R&R

Program/Line Item No. R26021

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

**Subject: REQUEST FOR PROPOSALS: 2026 ASPHALT PAVEMENT
REHABILITATION DESIGN**

SUMMARY

In 2024, the District worked with a consultant to create a pavement management plan that resulted in a multi-year method of rehabilitating the 35-acres of asphalt surfaces it owns. It is recommended to hire a designer for the second year of rehabilitations that will address approximately 8-acres of pavement.

RECOMMENDATION

Agendize for August 19 Board meeting: Authorize issuance of a Request for Proposals for the 2026 Asphalt Pavement Rehabilitation Design.

BACKGROUND/ANALYSIS

Many of the District's properties include asphalt pavements on roadways, parking lots, and maintenance yards that total an area greater than 35 acres across more than a dozen different sites. The sites are located in the cities of Fountain Valley, Anaheim, Orange, Corona, and unincorporated county areas. Some of the asphalt pavements are failing, while others are in various stages of disrepair. If proactively managed, asphalt pavements can have a long lifespan. Active maintenance of the surfaces reduces the lifecycle costs of asphalt pavements compared to replacements required after catastrophic failures. As part of its Replacement and Rehabilitation (R&R) program, the District sets aside funds each year for pavement maintenance.

In 2024, Staff worked with the consultant Bucknam Infrastructure Group, Inc. to assess existing pavement qualities and to map out a plan for their rehabilitations. The effort culminated in a Pavement Management Plan (PMP) that defines the Pavement Condition Index (PCI) for each section of asphalt, estimates the annual investment amounts that are required to maintain or improve the asphalt conditions, and recommends the sequence of work to be the most cost effective in the long-term. The PCI scale ranges from 0 to 100 and the weighted total PCI for District asphalts was found to be 74. Staff have interpreted the PMP and laid out a multi-year plan to accomplish its recommendations for which funding would draw from the R&R fund. The

first year of the plan was undertaken in fiscal year 2025-26 and included approximately 10-acres of pavement rehabilitation at the Fountain Valley campus (administration and GWRS treatment plant areas), the Green Acres Project's Santa Ana Reservoir, and recharge facility sites at Burris, Riverview, Five Coves, and Kraemer Basins.

Staff have prepared a Request for Proposals (RFP) for design of the fiscal year 2026-27 asphalt pavement construction work. The scope of work for this year will include approximately 362,000 square feet (8.3 acres) of asphalt pavement at OC San Plant 2, Warner Basin, Field Headquarters access road, and Santiago Basin. Proposals are scheduled to be due in September, and staff expects to bring a recommendation for Agreement award to the Board in October. A summary of the budget for fiscal year 2026-27 is provided in Table 1.

Table 1: 2026 Asphalt Rehabilitation Budget Summary

Description	Proposed Budget
Asphalt Pavement Design	\$ 100,000
Asphalt Pavement Construction	\$ 1,400,000
Total	\$ 1,500,000

PRIOR RELEVANT BOARD ACTION(S)

N/A

AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: M. Patel/R. Raley

Budgeted: Yes

Budgeted Amount: \$ 650,000

Cost Estimate: \$ 646,297

Funding Source: R&R

Program/ Line Item No.: R26007

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

**Subject: **AGREEMENT TO CONVERT [6] MEDIUM VOLTAGE VARIABLE
FREQUENCY DRIVES FROM OBSOLETE CLASSIC SERIES TO
SUPPORTED FORGE SERIES****

SUMMARY

The District operates the Groundwater Replenishment System (GWRS) Advanced Water Purification Facility (AWPF), which relies on numerous medium voltage Variable Frequency Drives (VFDs) for efficient pump motor operation. Many of these VFDs are legacy units from the facility's initial buildout and are now obsolete, with no further support or parts availability. The process has begun to replace key hardware components on existing VFDs in a phased approach to allow for legacy units to be updated to current supported models.

Attachment: OneSource Distributors Proposal #30615194.1 dated June 26, 2026

RECOMMENDATION

Agendize for August 19 Board meeting: Approve an agreement with OneSource Distributors in the amount of \$646,297 for services and hardware to upgrade six VFD units at the AWPF to current, supported models.

BACKGROUND & ANALYSIS

The original VFDs installed during AWPF Phase 1 are no longer supported by the manufacturer due to technology evolution. Rockwell Automation's newer PowerFlex 7000 Medium Voltage Drives with ForGe control provide significant enhancements, including:

- Improved diagnostics and maintenance
- Enhanced HMI with a new 10" eHIM screen
- 56% increased control board reliability
- Fewer required spare parts
- Enhanced functionality and communication protocols
- Integrated Black Box diagnostic tool

To minimize operational disruption and manage costs, the District plans to upgrade 28 VFDs over five years, completing six per year. This is requesting the 2nd year of the planned six year progression. The first six VFDs were upgraded in fiscal year 2025-2026

and included three product water distribution pumps (A01, A02, A03) and three reverse osmosis transfer pumps (A01, A02, B01).

The upgrade of the next six VFDs to occur in fiscal year 2026-2027 will occur on the following six units shown below by asset tag and serial number:

A03-VFD-0400 SN:7012598-004-12 (Reverse Osmosis Transfer Pump)
B02-VFD-0400 SN:7005083-027-04 (Reverse Osmosis Transfer Pump)
B03-VFD-0400 SN:7005083-029-04 (Reverse Osmosis Transfer Pump)
A04-VFD-3400 SN:7012598-002-12 (Product Water Distribution Pump)
A01-VFD-3420 SN: 7005083-016-04 (Barrier Water Distribution Pump)
A02-VFD-3420 SN:7005083-017-04 (Barrier Water Distribution Pump)

Upgrading these VFDs ensures ongoing system reliability, access to technical support, and spare parts availability—essential for maintaining optimal AWPf production. The upgrade of these six VFDs is included in the fiscal year 2026-2027 refurbishment & replacement budget in the amount of \$650,000. Staff is requesting approval of an agreement with OneSource Distributors in the amount of \$646,297 for services and hardware to upgrade six VFD units to current, supported models.

PRIOR RELEVANT BOARD ACTION(S)

N/A

Powerflex 7000 Classic Upgrade

FIXED PRICE PROPOSAL

Orange County Water District
Fountain Valley, CA

30615194.1
June 26th, 2025

Presented to:

Orange County Water District
18700 Ward St
Fountain Valley, CA 92708
United States of America

Proposed by:

Onesource Distributor Inc
4278 N Harbor Blvd
Fullerton, CA 92835-1017
United States of America

Rockwell Automation Inc.
1201 South Second Street
Milwaukee, WI 53204
United States

expanding **human** possibility®

Revision History

Date:	Description of change:	Edited by:	Revision:
June 26 th , 2026	None, Original Document	German Ruiz	30615194.1

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1 Rockwell Automation Statement of Work¹

This Rockwell Automation Classic Upgrade proposal is offered to OneSource Distributor Inc for resale to Orange County Water District ("Customer").

1.1 Powerflex 7000 Classic Upgrade Solution Statement of Work Summary

Evolving technology resulted in development of newer control topology for Powerflex 7000 Medium Voltage Drives. The newest generation of Rockwell Automation Medium Voltage Drives are equipped with ForGe control and include all the features of the existing Classic control, with the following enhancements:

- Improved diagnostic and maintenance
- New eHIM 10" screen HMI
- 56% higher reliability of control boards
- Improved functionality & performance with a 56% reliability increase over Classic platform
- Addition of a Black Box which is a valuable troubleshooting and diagnostic tool
- Fewer control board spare parts
- Various communication protocols are supported

Rockwell Automation will provide pricing for the following solutions:

1. Conversion from Classic to ForGe control platform
2. Upgrade of existing PanelView 550 to eHIM Human Machine Interface
3. Upgrade existing 825P motor protection relay to SEL 710

1.1.1 Basis for Statement of Work

The following details the information used as a basis for this Statement of Work:

- Request from Orange County Water District to Rockwell Automation Inc.
- Medium Voltage Equipment under serial numbers:
 - 7012598-004-12
 - 7005083-027-04
 - 7005083-029-04
 - 7012598-002-12
 - 7005083-016-04
 - 7005083-017-04

1.1.2 Solution Description

The solution provided will be based on Rockwell Automation's standard system and services deliverables.

Rockwell Automation will provide offsite and onsite engineering as well as the required hardware to convert [6]-six Powerflex 7000 Medium Voltage Drive(s) from Classic to ForGe control platform; such conversion includes a PanelView upgrade from PanelView 550 to eHim Human Machine Interface.

Rockwell Automation will convert existing Medium Voltage Powerflex 7000 drive(s) with Classic control to the latest ForGe control topology.

¹ Allen-Bradley, FactoryTalk, LifecycleIQ Services, and Rockwell Automation are trademarks of Rockwell Automation, Inc. Any Rockwell Automation software or hardware not mentioned here is also a trademark, registered or otherwise, of Rockwell Automation, Inc. PTC and ThingWorx are trademarks or registered trademarks of PTC Inc. or its subsidiaries in the U.S. and in other countries. Trademarks not belonging to Rockwell Automation are the property of their respective companies.

This Classic Upgrade provides replacement to:

- control boards
- control power supplies
- metering components

This upgrade enables the Medium Voltage Powerflex 7000 Drive with Ethernet capability via an Interface Board. This board allows the user to acquire all necessary executable tools, documentation, and reports required to commission, troubleshoot, and maintain the drive.

This solution also includes conversion of obsolete PanelView 550 hardware to latest eHIM Human Machine Interface. This provides customer with enhanced user experience and simplified operation control. The new eHIM Human Machine Interface provides the following enhancement:

- 10-inch color touch screen.
- Built-in PDF viewer function to access project-specific customer documentation such as Electrical and Dimensional drawings, User manuals, etc.
- Real-time graphic of four Analog meters.
- Easier and quicker access to Variable Frequency Drive (VFD) parameters and firmware.

To ensure effective onsite implementation, a Project Manager will be assigned to act as a single point of contact and manage activities for the duration of the project.

1.1.2.1 Length of onsite services

Classic Upgrade for [6]-six Powerflex 7000 Medium Voltage Drive SN

- 7012598-004-12
- 7005083-027-04
- 7005083-029-04
- 7012598-002-12
- 7005083-016-04
- 7005083-017-04
- Duration of this activity is up to (5) consecutive standard days followed by two (2) consecutive non-standard days, per drive.
- A standard day is defined as Monday through Friday between the hours of 7:00 a.m. and 6.00 p.m. local time (excluding Rockwell Automation observed holidays), up to ten (10) hours per day.
- One weekend is included.
- One Rockwell Automation Field Service Engineer is included per drive.
- Travel and Expenses are included.
- Should extra time be required, this will be addressed via the Documented Change Request (DCR) process.
- Re-commissioning of the Drive is included

825P to SEL710 MPR Upgrade for [6]-six Powerflex 7000 Medium Voltage Drive SN

- 7012598-004-12
- 7005083-027-04
- 7005083-029-04
- 7012598-002-12
- 7005083-016-04
- 7005083-017-04
- Duration of this activity is up to (2) consecutive standard days, per drive.
- A standard day is defined as Monday through Friday between the hours of 7:00 a.m. and 6.00 p.m. local time (excluding Rockwell Automation observed holidays and weekends), up to ten (10) hours per day.
- One Rockwell Automation Field Service Engineer is included per drive.
- Travel and Expenses are included.
- Should extra time be required, this will be addressed via the Documented Change Request (DCR) process.

1.1.2.2 Equipment

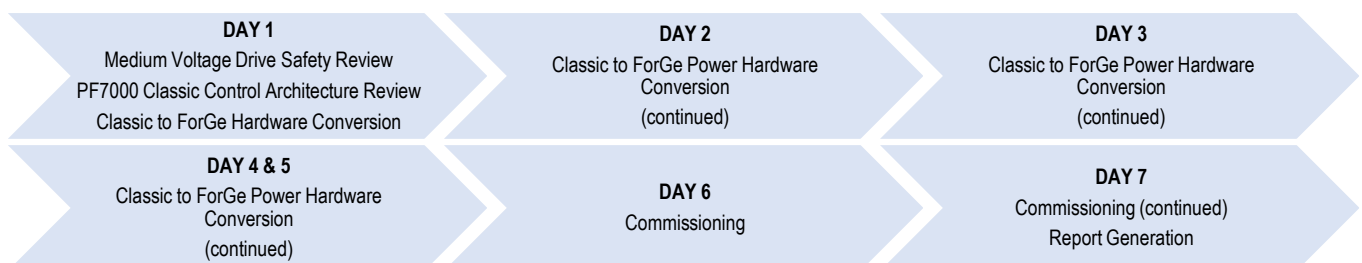
The following equipment is included in this Statement of Work.

Deliverable	[6]-Six Powerflex 7000 Classic to Forge Upgrade
Product ID	Product Description
1	Retro kit, eHIM HMI terminal,
2	PowerFlex Net Interface Board
3	Low voltage door adapter plate
4	Low panel assembly
5	Low voltage control tub supplies
6	Fiber optic board kit
7	Input scaling resistors
8	Output scaling resistors
9	Communication adapter for DPI protocol
10	Temperature feedback board
11	EMI filter
12	Voltage metering assembly
13	Analog control board
14	Drive process module
15	External digital I/O board
16	AC/DC power supply
17	DC/DC power supply assembly
18	DC fail kit for power supply
19	Miscellaneous (terminal blocks, control wires, mounting brackets, connectors, etc.)
Deliverable	[6]-Six Powerflex 7000 825P MPR Upgrade
Product ID	Product Description
1	SEL 710 Motor Protection Relays
2	Current Test Blocks
3	Pilot lights & push buttons
4	Custom made low voltage adaptor plates

Please Note: This equipment list should NOT be considered a complete bill of materials.

1.1.2.3 Classic Upgrade – Estimated Timeline

Below is a timeline for a single PF7000 Medium Voltage Drive:



1.1.2.4 System Documentation

Rockwell Automation will provide the following in soft copy:

- Finalized electrical and dimensional drawings will be provided 4 weeks after onsite implementation.
- Rockwell Automation field service report will be provided 4 weeks after completion of onsite implementation.
- Powerflex 7000 commissioning report will be provided 4 weeks after completion of onsite completion.
- Updated spare parts list will be provided 4 weeks after onsite implementation.

1.1.3 Services

1.1.3.1 Services Scheduling

Subject to a six (6) week notice of Customer's requested service date, Rockwell Automation will utilize a qualified Field Service Professional ("FSP") located closest to the customer work site. If Customer provides less than the previously stated advance notice, and a local qualified FSP is unavailable for the requested on-site date, Rockwell Automation will offer Customer the option to:

- 1) wait until the locally qualified FSP is available, or
- 2) schedule an alternative out-of-region resource, which may result in additional travel charges

1.1.3.2 Services Not Covered

The following items are **NOT** included in this Statement of Work.

- Removal of, or protection from, hazardous materials.
- Electrical, structural, civil, piping, or mechanical designs and installation outside of statement of work
- Site assistance during installation outside of statement of work
- No approval drawings or approval cycle included
- Supply or modification of network media between enclosures, buildings and process areas
- Any modifications to conduit and/or wiring that extends outside the Rockwell Automation structure detailed in this Statement of Work
- Connections to 3rd party equipment
- Field modifications upgrades or engineering changes outside of statement of work
- Formal operator, maintenance, or electrical training
- Dispose of coolant if required
- User manuals, product specification/certification documents
- Freight
- Quarantine time
- Standby / Holdover Rate (also considered waiting or on-call time): Applies to non-productive time spent at the customer's request or due to circumstances beyond Rockwell Automation's control due to job site conditions. It will be invoiced at the rate schedule that is applicable for the time of day and day of the service.
- Update of DeltaV EDS for drive control

1.2 Customer Responsibilities

1.2.1 Documentation Requirements

General:

- Orange County Water District shall have the Medium Voltage equipment unpowered and ready for each service to be executed
 - A clear path to the equipment with no obstructions
- Orange County Water District shall provide detailed pictures of the existing Medium Voltage equipment (current installation)
- Orange County Water District shall ensure all permits are in place upon arrival of the Rockwell Automation Field Service representative
- Orange County Water District shall provide drawings (updated with the latest changes to the equipment).
- Orange County Water District shall provide detailed photos of the existing drives at site
- Orange County Water District shall assign an employee to help the Rockwell Automation Field Service Engineer during the whole conversion period

This proposal assumes existing Powerflex 7000 drive(s) are functional. A Classic upgrade is not intended to solve any existing or underlying issues due to aging equipment, nor should it replace regular preventative maintenance activities.

Note: If Customer documents are not delivered by the required date, the Documented Change Request (DCR) Process will be followed to address any resulting delays.

1.2.2 Single Point of Contact

Customer will designate a representative that is authorized to act on the Customer's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

1.2.3 Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation, and control system supplied to assist Rockwell Automation personnel.

1.2.4 Access to the System

Customer will make the applicable processes and/or systems available to Rockwell Automation personnel during the mutually agreed upon schedule for services and equipment implementation as described in this Statement of Work.

1.2.5 Cancellation

This section outlines the cancellation charges for the scope quoted in this proposal, according to the stage at which the cancellation is requested. Rockwell Automation expects to receive a notice / intent to cancel or terminate, from the customer, per applicable clause agreed in the terms and conditions.

This schedule applies to all order items being considered for cancellation unless otherwise stated or confirmed by Rockwell Automation.

The percentage is based on Order / Item total NET value at the time of Cancellation.

Completion Stage	Cancellation %	Description
Order Entry	10%	- Order entered in the company's business system - Order paperwork generated
Drawings created for Information or Approval (when required)	30%	Manufacturing Drawings available /ready for submission to the customer
Order Released for Manufacturing	50%	Manufacturing Drawings with code - Engineering Released
Assembly of Units / Structures	80%	Equipment assembly has begun
Manufacturing Complete / Ready for Test or Shipment	100%	Ready for factory test / inspection

1.3 Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications, and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
A1	Safety. All aspects of mechanical, electrical, and process safety are responsibilities of Customer.

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
A2	Mechanical Designs and Services. All electrical, structural, civil, piping, or mechanical designs and services are to be managed by Customer and their selected contractor(s) unless otherwise specified in this Statement of Work.
C1	Quotation Scope. This quotation includes only the hardware, software, and services that are specified in the Statement of Work.
C2	Documentation. All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C3	Network Wiring. Rockwell Automation is not responsible for the supply or modification of network media and wiring between enclosures, buildings, and process areas.
C4	System Performance and Design. Rockwell Automation is a manufacturer of industrial control equipment that is component parts on machines or manufacturing systems designed by others. As the provider of control equipment or engineering services related to that equipment, Rockwell Automation's description of responsibility is limited to the individual controls of the system only. The overall performance and overall design of the machine or manufacturing system, including safety features and failure modes, are the responsibility of others and are not included in Rockwell Automation's Statement of Work. The services provided by Rockwell Automation are not the services of an Engineer of Record or Professional Engineer.
C5	RoHS. Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C6	Hazardous Materials. Rockwell Automation is not responsible for the removal of or protection from hazardous materials.
C7	Existing Devices. Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C8	Existing Equipment. Rockwell Automation is not responsible for electrical/mechanical adjustments, or changes/replacements to existing equipment required for advancing the process into a production status. This includes system performance consulting and support of equipment supplied by others that affects the performance of Rockwell Automation supplied equipment.
C9	Rigging and Handling. Rigging and handling to receive, store, move and set the Rockwell Automation supplied equipment is the responsibility of Customer. The equipment will be stored at Customer's facility in a mutually agreed upon area. A secure and dry area is required.
C10	Installation Services. Demolition, installation, and wiring services are not included in this Statement of Work. Rockwell Automation Installation Services can be offered upon request at an additional expense.
C11	Optional Services. Extended warranties, additional training, additional engineering support, and other services are available upon request and are not included in this Statement of Work.
C12	Spare Parts. Spare parts are not included in this Statement of Work.
C13	Documented Change Request (DCR) Process. Changes to this scope of work requested by Customer throughout the duration of the project will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule impacts will be prepared when a change in scope is identified. Refer to the change provision of the Terms and Conditions of Sale referenced in this Statement of Work.
C14	Customer or Site-Specific Requirements. This Statement of Work does not include Customer specific requirements or on-site activities such as Customer or site-specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C15	On-site Working Hours. Standard Rockwell Automation working hours are Monday through Friday, 8:00 AM to 6:00 PM (first 8 hours/day). Hours not included in the scope of this Statement of Work and worked outside the standard working hours will be billed as follows: 1.5 Times Standard Rate - Saturdays and any hours exceeding eight (8) on a weekday or performed outside the standard working hours. 2.0 Times Standard Rate - Sundays and holidays
C16	Travel Time & Expenses. Travel time and expenses in excess of those which are included in this Statement of Work will be billed as follows: Travel time to and from the jobsite is billed at the travel rate.

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
	Overnight expenses (hotel and meals) are billed at the overnight rate. Transportation, auto rental, phone, and miscellaneous expenses are billed at cost plus a 10% administrative handling fee.
C17	Stand-by Time. Stand-by time is defined as time spent on-site waiting for completion of customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, Rockwell Automation's specific responsibilities. Stand by time will be invoiced separately at applicable time and expense rates.
C18	Infectious Disease Planning. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding. In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.
C19	Work Site Safety. Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally-recognized standards and regulations, for work at the site.
C20	Ethics and Compliance. All of Rockwell Automation's employees and every person who performs work for, or on behalf of Rockwell Automation are treated with respect and dignity. Rockwell Automation has a no-tolerance policy for discrimination, and harassment, and zero tolerance for workplace violence and weapons. Please see the PartnerNetwork Code of Conduct and the Rockwell Automation Global Policy People for further details. https://www.RockwellAutomation.com/en-us/company/about-us/sustainability/ethics-compliance.html
C21	Third Party Software. This Statement of Work may include third party software that is subject to third party license terms ("Third Party Software"). Customer's right to use such Third Party Software as part of or in connection with the Work is subject to any applicable acknowledgements and license terms accompanying such Third Party Software contained therein. If there is a conflict between the licensing terms of such Third Party Software and this Statement of Work, the licensing terms of the Third Party Software shall prevail in connection with the related Third Party Software.
C22	Information Security Standards In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices: 1. Data Transmission Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place using secure, industry acceptable, standards (e.g., password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, an encrypted file transfer service; physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use a Customer specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility. 2. Customer-Provided Hard Disk If Rockwell Automation personnel are required to use Customer-provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry standard open source encryption solutions. The Customer must use commercially reasonable efforts to prevent the Customer-provided hard disk from introducing any malicious software into Rockwell Automation's systems. These efforts shall include, but are not limited to, the use of anti-virus and/or anti-malware and the regular deployment of security patches to remediate any vulnerabilities. 3. Remote Access Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
C23	Cybersecurity for Solutions. Sub-contractors and/or third-party vendors will follow any applicable industry best practices and/or guidelines for cybersecurity and data protection with regard to IEC 62443 2-4.
C24	Personal Data. To the extent Rockwell Automation processes personal data in the performance of the services under this Statement of Work, such processing of personal data will be conducted in accordance with the Data Processing Addendum ("DPA") available at https://www.Rockwell Automationautomation.com/en-us/company/about-us/legal-notices/data-processing-addendum.html .
C25	Customer Information. Pursuant to the Customer Information provision in this Statement of Work, Rockwell Automation will share with its authorized distributor partner of record the types of Customer Data described therein.
C26	Customer Success Publication. Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer's name and logo in internal and external marketing materials and will share only the solutions and services purchased, Customer industry, location, and general results through a customer success story. Rockwell Automation will make no claims that Customer endorses the product or solution, and the success story will be used for marketing purposes only.
E1	This field intentionally left blank.

Table 1: Assumptions, Clarifications, and Exceptions

1.4 Rockwell Automation Commitment for Sales Through Distribution of Sale

The Rockwell Automation Commitment for Sales Through Distribution (the "Commitment Terms") found at <https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/commitment-for-sales-through-distribution.html> covers purchases by Distributor's customer ("Customer") from Distributor of the Products and Services described and integrated pursuant to this Statement of Work to be provided by Rockwell Automation, Inc. and/or its affiliates. The Commitment Terms apply directly to Customer and Rockwell Automation.

2 Distributor Commercial Terms

2.1 Pricing Summary

Onesource Distributor Inc's price is based on the Statement of Work set forth in Section 1 above. All prices are in USD. Quotation is valid for 60 days from date of issue.

Description	Price
Powerflex 7000 Classic & MPR Upgrade	\$646,297.00

The total price provided is based on the purchase of the full scope of supply. Unless unit pricing is called out as an add or delete price, any itemized unit pricing is approximate and provided for informational purposes only and does not constitute an offer.

2.2 Invoicing Schedule

Solution Description	Milestone Description	Payment Amount
Powerflex 7000 Classic & MPR Upgrade	Milestone #1: Upon Shipment of Hardware	\$323,148.50
	Milestone #2: Upon Job Completion	\$323,148.50

2.1 Invoicing Schedule

Payment terms are net thirty (30) days from invoice

2.2 Purchase Order Instructions

Remit PO to: Santos Merino smerino@1sourcedist.com

2.3 Onesource Distributors Inc Terms and Conditions of Sale

1. **PROPOSAL and ACCEPTANCE OF ORDER:** Quotations, bids and proposals (hereinafter "Proposal(s)"), provided by OneSource Distributors, LLC (hereinafter "OneSource"), and where applicable, OneSource's vendors, suppliers and manufacturers (hereinafter "Suppliers"), shall be expressly limited to and conditioned upon these Terms and Conditions. The term "Products" includes products, goods, parts, components, equipment, materials, and programming, start-up and training services, and any other items accepted by OneSource in an order placed by Buyer. Placement of an order for Products ("Order") with OneSource constitutes acceptance of OneSource's proposal (if provided), and these Terms and Conditions as written. Any additional, different or contrary terms in Buyer's purchase order or order form are deemed to be material alterations and notice of objection to them and rejection of them is hereby deemed given. Further, acceptance or acknowledgment by OneSource of an Order shall be (1) expressly limited to and conditioned upon these Terms and Conditions, (2) subject to credit approval at the sole discretion of; and (3) subject to acceptance of the Order by OneSource, and where applicable, OneSource's Suppliers. The limit of Buyer's open account may be increased or decreased from time to time at the sole discretion of OneSource and at all times must be satisfactory to OneSource otherwise, OneSource may terminate the Order upon notice to Buyer and without liability to OneSource. Payment for, or acceptance of, any delivery of Products or performance by OneSource shall also constitute Buyer's acceptance of these Terms and Conditions. In no event shall OneSource's quote or any Order include any design, installation, supervisory, or other services for which an engineering or contractor's license is required. OneSource's Proposal, the Order, and these Terms and Conditions constitute the entire and exclusive agreement ("Agreement") of the Parties with respect to the Products provided hereunder and supersede all previous and contemporaneous written and oral agreements and warranties related to the subject matter hereof. The failure of either party to insist upon the performance of any of part of this Agreement or shall not be deemed to be a waiver in the future. Pricing breakouts for Products are for billing and accounting purposes only and shall not be used by Buyer to determine pricing for changes change order pricing. In the event Buyer requests a change, the costs and shipping times shall be adjusted as provided in writing by OneSource.

2. **TAXES:** Buyer shall pay the amounts of any sales, use, value added, excise, gross receipts, gross income, business and occupation or similar present or future taxes, duties or other assessments imposed by any governmental authority on the sale, purchase, delivery, transporting, use or storage of, or otherwise in connection with, Products sold by OneSource to Buyer, as well as the amounts of any fine, penalty or interest thereon. Buyer shall supply to OneSource copies of evidence of payment of or exemption from any taxes, duties or other assessments which Buyer is obligated to pay.

3. **TERMS OF PAYMENT:** All purchases are due in net thirty days (Net 30) from invoice date, with interest accruing at a rate of 18% per annum for any late payments. In no event shall Buyer withhold retention from any payments. In the event Buyer falls behind on payment and fails to bring its account current within 10 days of OneSource written notice to do so, then OneSource shall have the right to suspend further shipments until all outstanding invoices are paid. In no event shall OneSource be required

to provide waivers or releases of mechanics' lien rights, stop notice rights, or bond claim rights as a condition for payment, except as provided under California Civil Code, Sections 8132, 8134, 8136, and 8138 relating to conditional and unconditional waivers and releases.

4. **DELIVERY AND TRANSPORTATION:** Unless otherwise expressly agreed in writing by OneSource, all Products shall be delivered F.O.B. shipping point and risk of loss or damage to the Products passes to and is assumed by Buyer at the point of shipment. Buyer shall incur all costs for any requirements that deviate from OneSource's or its Suppliers' standard packing and shipping methods. Buyer shall strictly comply with all requirements of the shipping or freight company related to inspections and damage to Products, otherwise Buyer's right to any claim for damage during shipment is waived. The Buyer hereby agrees to pay a storage charge as reasonably determined by OneSource on all Products that are not accepted by Buyer when said Products are available for shipment.

5. **CANCELLATIONS and RETURNS:** Buyer may not cancel the Order without written agreement by OneSource, and Buyer shall pay the amount assessed by any of OneSource's Suppliers for such cancellation, plus a reasonable amount as determined by OneSource as compensation for work provided in relation to the Order. OneSource must approve all returns, which, if approved are subject to a restocking charge as determined by OneSource, and Buyer at its sole cost is responsible for shipping any returned Products to OneSource or its Suppliers, at OneSource's sole discretion. All risks of loss and damage for returns are borne by Buyer.

6. **DELAY IN DELIVERY/FORCE MAJEURE:** Factory shipment or delivery dates are the best estimates of OneSource and/or its Suppliers. OneSource shall not be liable for any delays or damages suffered or claimed by Buyer, Buyer's customer, or the ultimate user of the Products, due to delays in delivery or for failure to perform resulting from or due to any cause whatsoever not reasonably within OneSource's control, including, without limitation, delays on the part of OneSource's Suppliers, accidents to or breakdowns or mechanical failure of machinery or equipment; inclement weather; strikes, lockouts or other labor difficulties; shortage of labor, utilities, energy sources, transportation, or raw materials or parts, or failure of usual means of supply; fires; floods; explosions; war, declared or undeclared; insurrection; riots; acts of God or a public enemy; or priorities, allocations or limitations or other acts required or requested by the Federal, state or local governments or any of their subdivisions, bureaus or agencies, and any excuse for nonperformance available under the Uniform Commercial Code or any other applicable law. OneSource may, at its option, cancel any Order of Buyer or delay performance hereunder for any period reasonably necessary due to any of the foregoing, during which time this Agreement shall remain in full force and effect. OneSource shall have the further right to then allocate its available products among its consumers in such manner as OneSource in its sole discretion may consider equitable. Should the shipment of any Products be delayed due to a cause or event which is reasonably within OneSource's control, and such delay causes actual damage to Buyer, then in no event shall the aggregate amount of liability that OneSource has under any Order for any and all such delays be greater than 10% of the value of the Product delayed, or \$20,000.00, whichever is less, and this aggregate amount shall be the sole and exclusive liability that OneSource shall have for delays.

7. **WARRANTIES:** Products sold by OneSource are not manufactured by OneSource. The Products may, however, be covered by a Suppliers' warranty (if any) for the standard time frames provided by each Supplier. OneSource hereby assigns and passes through to the Buyer any warranty of the Suppliers, and Buyer acknowledges that it shall have recourse only under such warranties and only as against each such Suppliers of the Products. ONESOURCE MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS IT SELLS. ONESOURCE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SUCH PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, ANY PERFORMANCE WARRANTIES OR GUARANTEES, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

8. **INDEMNITY and LIABILITY:** To the greatest extent allowed by law, Buyer shall indemnify, defend and hold OneSource harmless from all claims, damages, expenses, liabilities and losses ("Claims"), including, without limitation attorney's fees and costs incurred, for personal injuries, bodily injury, property damages or other losses, whether or not a lawsuit or other action is filed, resulting from, related to, or occurring from the use or failure of any Products provided by OneSource to the extent not caused by OneSource's sole or active negligence. Notwithstanding anything to the contrary, in no event shall the total cumulative aggregate liability of OneSource resulting from, arising out of or in connection with this Order or the Products provided by OneSource exceed the value of the Product or service upon which the Claim is based, or the coverage available under any insurance policy OneSource has in place which applies to this Order, whichever is less, regardless of the legal or equitable theory upon which the Claim of liability is based. Notwithstanding anything to the contrary, in no event shall OneSource or its affiliates and Suppliers be liable to Buyer for any indirect, consequential, incidental, special, exemplary or punitive damages, including, but not limited to, damages incurred by the Buyer, Buyer's customer, or the ultimate user of the Products; for rental expenses; for lease expenses (both real property or equipment); for losses of use, income, profit, financing, business and reputation; for loss of management or employee productivity or of the services of such persons; for principal office expenses including the compensation of personnel stationed there; or for loss of profit (whether arising from or related to breach of contract, tort, including negligence, strict liability, warranty, indemnity or any other cause of action, claim or basis whatsoever).

9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws rules. The parties irrevocably submit to the jurisdiction of the state and federal courts located in San Diego, California for any action or proceeding regarding this Agreement, and the parties waive any right to object to such jurisdiction, except a suit filed in order to perfect a lien or stop payment notice claim, may be filed in the county in which the project is located. In the event a dispute arising out or related to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and all expenses and costs, including, but not limited to, expert witness fees, incurred, in addition to any other relief to which it is entitled. If any provision of this Agreement is determined to be invalid or unenforceable, that

provision will be deemed to be severed from this Agreement or may be modified to give its intent and purpose, and will not cause the remainder of this Agreement to be invalid or unenforceable.

Accepted.

Customer: _____

Date: _____

AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: R. Herndon/D. Field

Budgeted: Yes

Budgeted Amount: \$52,000

Cost Estimate: \$46,648

Funding Source: R&R

Program/ Line Item No.: R25049

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

**Subject: REJECT BID FROM LIVING WATER WELL DRILLING AND AUTHORIZE
ISSUANCE OF SERVICES AGREEMENT TO ABC LIOVIN DRILLING
FOR DESTRUCTION OF MONITORING WELLS OM-2 AND OM-2A**

SUMMARY

On June 19, 2026, the Board authorized issuance of a Services Agreement with Living Water Industries, LLC (Living Water) for the destruction of monitoring wells OM-2 and OM-2A. Staff subsequently found a mistake in the Living Water bid and has deemed the bid non-responsive. Therefore, staff recommends rejecting the bid from Living Water and authorizing issuance of a Services Agreement with ABC Liovin Drilling, Inc., the next responsive bidder, to complete the work.

RECOMMENDATION

Agendize for August 19 Board meeting: Reject bid from Living Water Industries, LLC dba Living Water Well Drilling and authorize the General Manager to execute a Services Agreement with ABC Liovin Drilling, Inc. in an amount not to exceed \$44,648 for the destruction of monitoring wells OM-2 and OM-2A.

BACKGROUND/ANALYSIS

Monitoring wells OM-2 and OM-2A (wells) were installed in 1990 on County of Orange property to depths of 251 and 129 feet, respectively. The wells were installed as part of a contaminant investigation in the City of Orange.

The County of Orange (County) is currently redeveloping the property and has requested that OCWD destroy the wells. Per the terms of our License Agreement, the County has the right to request OCWD to destroy the wells. Because the contaminant investigation has been completed, and other OCWD monitoring wells are in the area to adequately monitor the Shallow and upper Principal aquifers, installation of replacement wells is not deemed necessary. Based on the County's tentative construction schedule, the County has requested these wells to be destroyed in the last week of September 2026.

Following Board approval, staff notified several contractors and advertised the Scope of Work on the OCWD website. In response to the notification and advertisement, two bids were received, as listed below:

Living Water Well Drilling \$41,500
ABC Liovin Drilling, Inc. \$44,648

On June 17, 2026, the Board authorized issuance of a Services Agreement with Living Water Living Water for the destruction of monitoring wells OM-2 and OM-2A. The apparent low bid submitted by Living Water was deemed non-responsive upon further review by District staff due to the bidder's failure to acknowledge Addendum No. 1 to the RFQ. For that reason, staff recommends that the Board reject the bid from Living Water and authorize issuance of a Services Agreement to ABC Liovin Drilling, Inc. as the lowest responsive bidder. The lowest responsive bid from ABC Liovin Drilling, Inc., in the amount of \$44,648, is consistent with past well destruction costs.

Table 1 summarizes the approved budget and anticipated expenditures for the destruction of monitoring wells OM-2 and OM-2A, which includes well destruction, inspection, and permitting costs.

Table 1 Monitoring Well OM-2 & OM-2A Destruction Budget and Anticipated Expenditures

Task	Approved Budget (\$)	Anticipated Expenditures (\$)
OM-2 & OM-2A Destruction (contractor)	50,000	44,648
Destruction Inspection Services ¹	0	0
County Encroachment Permit	2,000	2,000
TOTAL:	52,000	46,648

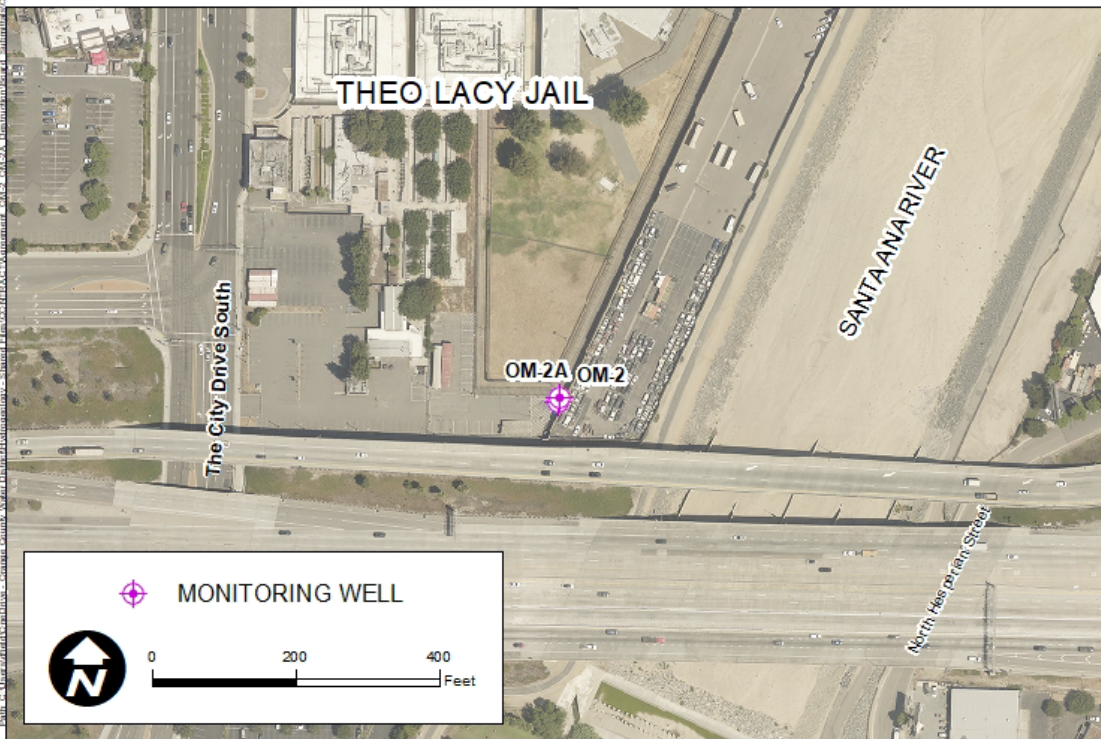
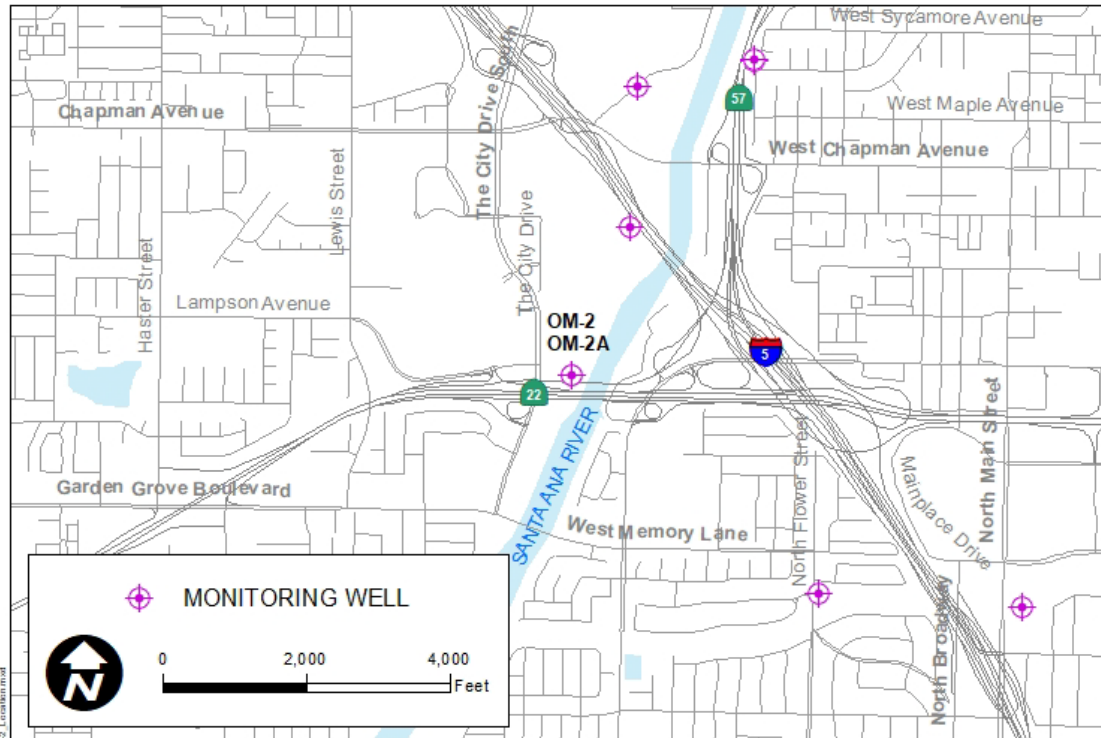
¹Inspection services to be completed by OCWD geologist.

PRIOR RELEVANT BOARD ACTIONS

6/17/26, R26-6-107, Approve Agreement with Living Water Industries, LLC dba Living Water Well Drilling for the destruction of monitoring wells OM-2 and OM-2A.

2/18/26, R26-2-26, Authorize issuance of a Request for Proposals for services for the destruction of monitoring wells OM-2 and OM-2A.

Figure 1: OM-2 Location



AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: M. Patel/R. Phillips

Budgeted: Yes

Budgeted Amount: \$ 600,000

Cost Estimate: \$ 436,358

Funding Source: R&R

Program/ Line Item No.: R25009

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: Cat Ex

**SUBJECT: AUTHORIZE AMENDMENT NO 1 TO AGREEMENT 1824 WITH
DIVERSIFIED FALL PROTECTION FOR THE GWRS AND GREEN ACRES
FALL PROTECTION IMPROVEMENTS**

SUMMARY

The District operates the Groundwater Replenishment System (GWRS) Advanced Water Purification Facility (AWPF) and Green Acres Project (GAP). Both facilities contain numerous ladder and stair systems for roof or process equipment access. Federal and California Occupational Safety and Health Administration (OSHA) regulation changes require GWRS and GAP facility ladder and stair systems to be refurbished to meet current fall protections standards. The District issued an agreement to install fall protection improvements in February 2026, and site inspections have resulted in a need for additional improvements.

RECOMMENDATION

Agendize for August 19 Board meeting:

1. Authorize issuance of Amendment No 1 to Agreement 1824 with Diversified Fall Protection for an amount not to exceed \$65,080 for services and hardware to upgrade fall protection systems for the Field Headquarters facilities; and
2. Authorize filing of a Categorical Exemption for the GWRS and Green Acres Fall Protection Improvements project in compliance with the California Environmental Quality Act (CEQA) guidelines.

BACKGROUND & ANALYSIS

The GWRS and GAP facilities contain several buildings with roof access via fixed ladder systems. In addition, several other structures within the facilities contain ladder or stair access including chemical storage tanks and below grade process tanks. Many of the ladder systems were constructed as part of the original GWRS project in 2008 and the original GAP project in 1991. Many of the ladder systems and roof access hatches consist of fixed ladders with partial protective cages. The buildings with internal roof access ladders do not contain guards around roof hatches and some roofs do not have guard rails at their edges to protect against accidental falls.

The requirements for ladder systems to protect against accidental falls are mandated by OSHA. The requirements have changed over the years, and two prior assessments of the ladder systems have shown that many require modifications to meet current standards. In particular, fixed ladder systems over twenty feet in height must have a fall arrest system without relying solely on cage systems for compliance. Many of the current ladder systems were installed with cage systems as the main form of fall protection. This change in the regulations was implemented after the original construction of both the GWRS and GAP facilities.

In February 2026, the District issued an agreement to Diversified Fall Protection to install the required improvements. Site walks with Diversified have revealed the need for additional improvements above what was originally defined in the scope of work. Staff recommends issuance of Amendment No 1 to Agreement 1824 with Diversified Fall Systems in the amount of \$65,080, for an agreement total of \$436,358.

The project is consistent with the California Environmental Quality Act (CEQA) Categorical Exemption for existing facilities for the repair, maintenance, permitting, or minor alteration of existing facilities involving negligible or no expansion of existing or former use (Class 1). This is because the project consists of replacement or reconstruction of existing streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities involving negligible or no expansion of capacity.

PRIOR RELEVANT BOARD ACTION(S)

02/18/26, R26-2-22: Approve an agreement with Diversified Fall Protection in the amount of \$371,278 for services and hardware to upgrade fall protections systems for the GWRS and GAP facilities.

AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: M. Patel/B. Smith

Budgeted: Yes

Budgeted Amount: \$500,000

Cost Estimate: \$314,758

Funding Source: R&R

Program/ Line Item No.: R25026

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: Cat Ex

Subject: AUTHORIZE AMENDMENT NO 1 TO AGREEMENT 1825 WITH DIVERSIFIED FALL PROTECTION FOR THE FIELD HEADQUARTERS FACILITIES FALL PROTECTION IMPROVEMENTS

SUMMARY

The District operates the Field Headquarters (FHQ) facilities which contain numerous ladder systems for roof and process equipment access. Federal and California Occupational Safety and Health Administration (OSHA) regulation changes require facility ladder, roof tops, and stair systems to be refurbished to meet current fall protections standards. The District issued an agreement to install fall protection improvements in February 2026, and site inspections have resulted in a need for additional improvements.

RECOMMENDATION

Agendize for August 19 Board meeting:

1. Authorize issuance of Amendment No 1 to Agreement 1825 with Diversified Fall Protection for an amount not to exceed \$102,978 for services and hardware to upgrade fall protection systems for the Field Headquarters facilities; and
2. Authorize filing of a Categorical Exemption for the Field Headquarters Fall Protection Improvement project in compliance with the California Environmental Quality Act (CEQA) guidelines.

BACKGROUND & ANALYSIS

The Field Headquarters (FHQ) facilities contain several buildings with roof access via fixed ladder systems. In addition, several other structures within the facilities contain ladder access including airgaps, pump stations, and control buildings. Many of the ladder systems were constructed at the same time as the infrastructure it serves, mostly dating back to the early 1990s. Many of the ladder systems and roof access hatches consist of fixed ladders with partial or no protective cages and guardrails. The buildings with internal roof access ladders do not contain guards around roof hatches and some roofs do not have guard rails at their edges to protect against accidental falls.

The requirements for ladder systems to protect against accidental falls are mandated by OSHA. The requirements have changed over the years, and two prior assessments of the ladder systems have shown that many require modifications to meet current standards. In particular, fixed ladder systems over twenty feet in height must have a fall arrest system without relying solely on cage systems for compliance and roof openings require additional fall prevention measures.

In February 2026, the District issued an agreement to Diversified Fall Protection to install the required improvements. Site walks with Diversified have revealed the need for additional improvements above what was originally defined in the scope of work. Staff recommends issuance of Amendment No 1 to Agreement 1825 with Diversified Fall Systems in the amount of \$102,978, for an agreement total of \$314,748.

The project is consistent with the California Environmental Quality Act (CEQA) Categorical Exemption for existing facilities for the repair, maintenance, permitting, or minor alteration of existing facilities involving negligible or no expansion of existing or former use (Class 1). This is because the project consists of replacement or reconstruction of existing streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities involving negligible or no expansion of capacity.

PRIOR RELEVANT BOARD ACTION(S)

02/18/26, R26-2-23: Approve an Agreement with Diversified Fall Protection in the amount of \$211,770 for services and hardware to upgrade fall protection systems for the Field Headquarters facilities.

AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: J. Kennedy

Staff Contact: P. Parmar

Budgeted: Yes

Budgeted Amount: \$22,000 (FY26-27)

Cost Estimate: \$22,888 (FY26-27)

Funding Source: General Fund

Program/ Line Item No. 1038.51510

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

**Subject: PURCHASE ORDER TO QUALTRAX INC. FOR MULTI-YEAR AGREEMENT
FOR IDEAGEN QUALITY MANAGEMENT SOFTWARE SERVICES**

SUMMARY

State regulations adopted in May 2020 and effective January 2024 have required all accredited laboratories to develop quality assurance systems in compliance with The NELAC Institute (TNI) 2016 Standards. To assist the main laboratory in complying with these regulations, staff have utilized Qualtrax/Ideagen Quality Management software since 2021 and have built major laboratory workflows around the software's capabilities.

Attachment: Qualtrax renewal agreement quote #Q041421

RECOMMENDATION

Agendize for August 19 Board meeting: Authorize issuance of a Purchase Order to Qualtrax Inc. in the total amount of \$121,515 (\$22,888 for the first year and increasing 3% annually) for a period of 5 years beginning August 1, 2026 through July 31, 2031 plus sales tax at 8.75%.

BACKGROUND/ANALYSIS

In 2020, through its Division of Drinking Water (DDW) Environmental Laboratory Accreditation Program (ELAP), the State Water Resources Control Board (SWRCB) adopted a set of laboratory regulations known as the TNI 2016 Standards that became effective in January 2024. The District's Philip L. Anthony Water Quality laboratory has been required to comply with this set of regulations comprised of requirements and standards for accreditation of environmental testing laboratories in California. To achieve compliance, lab staff have developed improved systems for document control, management review and internal audits, traceability of analyses, verification of method and analyst capabilities, purchasing, and more.

Beginning in 2021, the District laboratory began utilizing Qualtrax software (now Ideagen Quality Management software [IQM]) to help comply with these regulations. IQM is a subscription-based software specifically designed to function as the lab's electronic document management system. This allows lab staff to store, share, revise, approve and track changes, and search for all documents in IQM and thereby create a seamless system for staff to manage documents and records (e.g., standard operating procedures for each of

the lab's analytical methods). Staff have been highly effective in implementing the software to upgrade numerous workflows throughout the lab, digitizing many formerly paper/manual processes and ensuring compliance. Through several internal and external audits, staff have demonstrated improved compliance with document control regulations and traceability of lab processes and analyses using the IQM software, with auditors regularly praising the robustness of the lab's quality system. In turn, efficiency of maintaining the lab's quality assurance program has been vastly improved, with greater visibility and easier access to required documents, standard operating procedures, fillable forms and checklists that staff must utilize on a daily basis, leading to an improved overall quality management system.

Given the lab's success thus far in incorporating IQM to improve its operations and quality amidst recent regulatory changes, staff recommend continued use of the software over the next several years. By entering into a five-year agreement with Qualtrax Inc., staff will be able to lock in a minimal year-on-year price increase of 3%. The annual pricing over the five year period is summarized in the table below.

Fiscal Year	Amount
2026-27	\$22,888
2027-28	\$23,575
2028-29	\$24,282
2029-30	\$25,010
2030-31	\$25,760

To assure that the Lab can continue supporting the District's monitoring requirements and objectives while maintaining compliance with state regulatory and accreditation requirements, staff recommend approval of the updated Qualtrax multi-year agreement.

PRIOR RELEVANT BOARD ACTION(S)

1/20/21, R21-1-15: Authorize Purchase Order to Qualtrax for Purchase and Setup of Compliance Management Software

Order Form - Renewal



Quote Number: Q041421
Valid Until: 30 Sep 2026
Proposed By: Anirban Gupta
anirban.gupta@ideagen.com

Billing and Service Terms

Bill To

Orange County Water District
Orange County Water District .
pparmar@ocwd.com
18700 Ward ST
Fountain Valley,
92708
United States

Commencement Date: 01 Aug 2026
Renewal Term: In accordance with MSSA
Currency: USD
Portal Provider/Portal email:

Sold To

Orange County Water District
Orange County Water District .
pparmar@ocwd.com
18700 Ward ST
Fountain Valley,
92708
United States

Payment Method: Wire Transfer
Payment Term: Net 30
Is a PO required:
PO Number:

Products

Description	Billing Frequency	Charge Period	Quantity	Cost
Ideagen Qualtrax Standard Hosted Platform Fee	Annual	01 Aug 2026 to 31 Jul 2027	1	\$14,541.07
Ideagen Qualtrax Standard Hosted Dedicated Users	Annual	01 Aug 2026 to 31 Jul 2027	53	\$8,346.36
Ideagen Qualtrax Essential Success Plan	Annual	01 Aug 2026 to 31 Jul 2027	1	\$ 0.00
Ideagen Qualtrax Standard Hosted Platform Fee	Annual	01 Aug 2027 to 31 Jul 2028	1	\$14,977.30
Ideagen Qualtrax Standard Hosted Dedicated Users	Annual	01 Aug 2027 to 31 Jul 2028	53	\$8,596.75
Ideagen Qualtrax Essential Success Plan	Annual	01 Aug 2027 to 31 Jul 2028	1	\$ 0.00
Ideagen Qualtrax Standard Hosted Platform Fee	Annual	01 Aug 2028 to 31 Jul 2029	1	\$15,426.62
Ideagen Qualtrax Standard Hosted Dedicated Users	Annual	01 Aug 2028 to 31 Jul 2029	53	\$8,854.65
Ideagen Qualtrax Essential Success Plan	Annual	01 Aug 2028 to 31 Jul 2029	1	\$ 0.00
Ideagen Qualtrax Standard Hosted Platform Fee	Annual	01 Aug 2029 to 31 Jul 2030	1	\$15,889.42
Ideagen Qualtrax Standard Hosted Dedicated Users	Annual	01 Aug 2029 to 31 Jul 2030	53	\$9,120.29
Ideagen Qualtrax Essential Success Plan	Annual	01 Aug 2029 to 31 Jul 2030	1	\$ 0.00
Ideagen Qualtrax Standard Hosted Platform Fee	Annual	01 Aug 2030 to 31 Jul 2031	1	\$16,366.10
Ideagen Qualtrax Standard Hosted Dedicated Users	Annual	01 Aug 2030 to 31 Jul 2031	53	\$9,393.90
Ideagen Qualtrax Essential Success Plan	Annual	01 Aug 2030 to 31 Jul 2031	1	\$ 0.00

Sub-Total	\$ 121,512.46
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Service Delivery

Service Type	Number of Days	Description	Cost

Summary of Costs

The cost of the Order Form will be as follows excluding VAT/Sales Tax where applicable:

Products	\$121,512.46
Service Delivery	\$0.00
Total Cost	\$121,512.46

All prices exclude any required expenses incurred for travel, accommodation, and subsistence. These will be invoiced using the same PO number, unless advised otherwise.

Terms & Conditions

This renewal is governed by and incorporates the terms and conditions of the Ideagen group standard MSSA at <https://www.ideagen.com/legal-terms>.

Additional Terms & Notes

Approval
Qualtrax Inc

Signature: _____

Name: _____

Position: _____

Signature Date: _____

Approved by Client

Signature: _____

Name: _____

Position: _____

Company: _____

Signature Date: _____

AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: J. Kennedy

Staff Contact: P. Parmar

Budgeted: Yes

Budgeted Amount: \$105,000

Cost Estimate: \$100,189

Funding Source: General Fund

Program/ Line Item No. 1038.57004

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

Subject: PURCHASE ORDER TO THERMO ELECTRON NORTH AMERICA LLC FOR SERVICE AGREEMENT FOR LAB IC AND AUTOTRACE INSTRUMENTS

SUMMARY

The District's Philip L. Anthony Water Quality Laboratory operates two ion chromatographs (IC) and eight Autotrace 280 automated extraction instruments to perform a range of required inorganic and organic water quality testing. To support high sample throughput, maximize efficient use of laboratory staff time, and maintain extended warranty coverage, the laboratory has historically utilized annual service agreements provided by external service vendors for preventive maintenance and repairs for these instruments. Based on the consistently exceptional service provided for 15+ years, staff recommends approval of an updated annual service support agreement with Thermo Electron North America LLC.

Attachment:

- Thermo Electron North America LLC Quotation # 22535789

RECOMMENDATION

Agendize for August 19 Board meeting: Authorize issuance of Purchase Order to Thermo Scientific in the amount of \$100,189 for an annual support service agreement for August 1, 2026 to July 31, 2027.

BACKGROUND/ANALYSIS

The District's Philip L. Anthony Water Quality Laboratory utilizes multiple service contracts with external providers to maintain and repair its various analytical systems. These service contracts provide foundational support for the laboratory's responsibility to provide reliable, high-quality analytical support for the Groundwater Producers, GWRS, and other required monitoring programs. These service contracts also serve as extended warranties to ensure that analytical systems are kept in consistent, reliable operating condition to support the District's water quality monitoring programs.

The District's Philip L. Anthony Water Quality Laboratory operates two ion chromatographs (IC) and eight Autotrace 280 automated extraction instruments. These instruments analyze water samples for a wide range of inorganic and organic compounds, including hexavalent chromium, chlorate, bromate, pharmaceuticals and personal care products (PPCPs), and disinfection byproducts such as nitrosamines. Given the complex and intricate nature of

these sensitive analytical systems, District lab staff have found it most efficient to use the specialized expertise of factory-trained service representatives for maintenance and repairs. Based on lab staff experience, the instrument vendor is the most capable entity to provide a consistent level of reliable service required to keep up with the regular sample analysis workload. Thermo Electron North America LLC (Thermo) specifically provides service representatives and technicians who are factory-trained on the IC and Autotrace 280 instruments used by the laboratory; they also crucially have access to critical spare parts. For many years, Thermo support to the laboratory has been consistently outstanding, promptly responding to service calls and quickly returning instruments to working order.

Service contracts provide a variety of key benefits to the District's laboratory, including:

- Priority service for instrument repairs and maintenance from local service engineers
- Technical support and optimization of techniques and applications
- Greater staff flexibility and efficiency to maintain productivity
- Optimal system performance to vendor standards for high-quality data
- Extending the working lifetime of expensive analytical systems
- Immediate access to critical spare parts and software updates.

To ensure that the Lab can support the District's monitoring requirements and objectives, staff recommend approval of an updated annual Thermo service support agreement.

PRIOR RELEVANT BOARD ACTIONS

August 16, 2023, R23-8-108: Authorize Purchase Order to Thermo Scientific for Multi-Year Service Support Agreement to Cover Lab IC and Autotrace Instruments

July 20, 2022, R22-7-89: Authorize Purchase Order to Thermo Scientific for Renewal of Service Support Agreement to cover IC, IC-MS, and Autotrace 280 Instruments in the Laboratory.

June 06, 2019, R19-6-85: Authorize Purchase Order to Agilent Technologies for Renewal of Service Support Agreement to cover Gas Chromatographs (GC) and Gas Chromatographs/Mass Spectrometers (GC/MS) in the Laboratory.

June 20, 2018, R18-6-66: Authorize issuance of Purchase Order to Agilent Technologies in the annual amount of \$109,561 for a one-year full support service agreement commencing, July 1, 2018 to cover Gas Chromatographs and Gas Chromatographs/Mass Spectrometers used within the laboratory.

March 15, 2017, R17-3-32: Authorize issuance of Purchase Order to Agilent Technologies in the annual amount of \$84,110 for a one-year full support service agreement commencing March 21, 2017 to cover gas Chromatographs and Gas Chromatographs/Mass Spectrometers used within the laboratory.

March 16, 2016, R16-3-08: Authorize issuance of Purchase Order to Agilent Technologies in the annual amount of \$104,835 for a one-year full support service agreement commencing March 21, 2016 to cover gas Chromatographs and Gas Chromatographs/Mass Spectrometers used within the laboratory.

February 18, 2015, R15-02-00: Authorize issuance of Purchase Order to Agilent Technologies in the annual amount of \$100,483 for a one-year full support service agreement commencing March 21, 2015 to cover gas Chromatographs and Gas Chromatographs/Mass Spectrometers used within the laboratory.

March 21, 2012, R12-3-25: Authorize issuance of Purchase Order to Agilent Technologies in the annual amount of \$95,208 for a 3 year full support service agreement commencing March 21, 2012 to cover gas Chromatographs and Gas Chromatographs/Mass Spectrometers used within the laboratory.

March 16, 2011, R11-3-37: Authorize issuance of Purchase Order to Agilent Technologies in the amount of \$86,197 for a one-year full support service agreement commencing March 21, 2011 to cover gas Chromatographs and Gas Chromatographs/Mass Spectrometers used in the laboratory.

March 17, 2010, R10-3-43: Authorize issuance of Purchase Order to Varian Inc. in the amount of \$86,170 for a one-year full support service agreement commencing March 21, 2010 to cover specified Varian analytical systems used in the laboratory.

February 18, 2009, R09-2-23: Authorize issuance of Purchase Order to Varian Inc. in the amount of \$75,599 (plus applicable sales tax) for a one-year full support service agreement commencing March 21, 2009 to cover specified Varian systems used within the main lab facility.

February 20, 2008, R08-2-32: Authorize issuance of Purchase Order to Varian Inc. in the amount of \$65,654 (plus applicable sales tax) for a one-year full support service agreement commencing March 21, 2008 to cover specified Varian systems used within the main lab facility.

Thermo Electron North America LLC

1400 Northpoint Pkwy Suite 10
West Palm Beach, FL 33407-1976

SERVICE PLAN QUOTATION	
QUOTATION Number:	22535789 /
Coverage Start Date:	August 01, 2026
Coverage End Date:	July 31, 2027
Quotation Expires:	August 31, 2026

Betty Wang
ORANGE COUNTY WATER DISTRICT
18700 WARD STREET
FOUNTAIN VALLEY CA 92708

Phone: 951-552-0990
Email: bwang@ocwd.com

Dear Betty Wang,

Thank you for being a valued Thermo Fisher Scientific customer. The current coverage for your instrumentation will expire in the coming months.

The following details a Service Plan that will help you gain the greatest value from your technology investment.

Some key benefits of purchasing a Service Plan for your instrument may include:

- ~ 50% faster onsite response time with 30-40% reduced downtime compared to billable customers
- ~ 35% remote resolution of issues with exclusive access to enhanced technical support with digital remote support tools
- ~ Priority access to more than 2,000 field service professionals with an average of 18 years' experience

I ask that you please review the following proposal. If you wish to purchase the Service Plan, please forward the following via email (preferred) or fax to my attention:

- ~ A signed copy of the proposal
- ~ A copy of the respective Purchase Order
 - Ensuring the PO reflects Thermo Electron North America LLC as the vendor/supplier
 - Referencing this proposal number on the PO

Please review the Equipment Location Summary at the end of the proposal to ensure accuracy. For any questions or revisions, please contact me.

On behalf of our team, thank you for choosing Thermo Fisher to be your preferred service provider.

Sincerely,

JAMILAH COONEY,
Email: JAMILAH.COONEY@THERMOFISHER.COM

Thermo Electron North America LLC

1400 Northpoint Pkwy Suite 10
West Palm Beach, FL 33407-1976

Betty Wang
ORANGE COUNTY WATER DISTRICT
18700 WARD STREET
FOUNTAIN VALLEY CA 92708

SERVICE PLAN QUOTATION

QUOTATION Number:	22535789 /
Coverage Start Date:	August 01, 2026
Coverage End Date:	July 31, 2027
Quotation Expires:	August 31, 2026

Customer agrees to make full payment within thirty days of invoice. Alternative payments are available at an additional finance fee. Prices shown on this sheet are exclusive of all state, local, use, excise and/or other taxes.

Material	Description	Serial Number	Price
079829	CD Conductivity Detector, ICS-3/ICS-5 Coverage: Standard Options Plan-Ion Chromatography Coverage start date: August 01, 2026 Coverage end date: March 31, 2027	23329175	498.00 USD
074921	AS-AP Autosampler Coverage: Essential Plan - Ion Chrom Coverage start date: August 01, 2026 Coverage end date: March 31, 2027	15011185	2,186.67 USD
075776	Eluent Generator Coverage: Standard Options Plan-Ion Chromatography Coverage start date: August 01, 2026 Coverage end date: March 31, 2027	15011327	1,672.00 USD
075923	ASSY, SP, STD, ISO, +DGAS, ICS5+ Coverage: Essential Plan - Ion Chrom Coverage start date: August 01, 2026 Coverage end date: March 31, 2027	15010510	2,874.00 USD
075940	Detector Compartment, Dual Temperature Z Coverage: Essential Plan - Ion Chrom Coverage start date: August 01, 2026 Coverage end date: March 31, 2027	15011512	3,033.33 USD
061830	Conductivity Detector Coverage: Standard Options Plan-Ion Chromatography Coverage start date: August 01, 2026 Coverage end date: March 31, 2027	23339065	498.00 USD
060684	AXP-MS Auxiliary Pump Coverage: Essential Plan - Ion Chrom	Z0053616	1,854.00 USD
063978	Auxillary Pump Coverage: Essential Plan - Ion Chrom	DXZ0044872	1,854.00 USD
071381	AutoTrace 280 Coverage: Essential Plan - Sample Prep	14062651	7,005.00 USD
071385	AutoTrace 280 Coverage: Essential Plan - Sample Prep	15091711	7,005.00 USD
071385	AutoTrace 280 Coverage: Essential Plan - Sample Prep	16091421	7,005.00 USD
071381	AutoTrace 280 Coverage: Essential Plan - Sample Prep	DX09110989	7,005.00 USD

Thermo Electron North America LLC

1400 Northpoint Pkwy Suite 10
West Palm Beach, FL 33407-1976

SERVICE PLAN QUOTATION

QUOTATION Number:	22535789 /
Coverage Start Date:	August 01, 2026
Coverage End Date:	July 31, 2027
Quotation Expires:	August 31, 2026

Betty Wang
ORANGE COUNTY WATER DISTRICT
18700 WARD STREET
FOUNTAIN VALLEY CA 92708

Material	Description	Serial Number	Price	
071381	AutoTrace 280 Coverage: Essential Plan - Sample Prep	DX10011308	7,005.00	USD
071381	AutoTrace 280 Coverage: Essential Plan - Sample Prep	DX11090874	7,005.00	USD
071385	AutoTrace 280 Coverage: Essential Plan - Sample Prep	19090656	7,005.00	USD
22153-60305	PROD,INTEGRION, RFIC, DEGAS, OVEN, TEC Coverage: Essential Plan - Ion Chrom	19080651	8,540.00	USD
074921	AS-AP Autosampler Coverage: Essential Plan - Ion Chrom	18090048	3,280.00	USD
22181-60011	PROD,DP,STD,ISO-ISO,+DGAS,ICS6 Coverage: Essential Plan - Ion Chrom	19091207	6,540.00	USD
22181-60045	PROD,DC-6000 STD TEMP,2 VALVE,STD-BORE Coverage: Essential Plan - Ion Chrom	19100257	5,533.00	USD
074922	AS-AP Autosampler with Temperature Contr Coverage: Essential Plan - Ion Chrom	DX13080873	3,280.00	USD
069116	Variable Wavelength Detector, Single Wa Coverage: Essential Plan - Ion Chrom	19100413	1,938.00	USD
063973	AXP Auxiliary Pump Coverage: Essential Plan - Ion Chrom	V0008548	1,854.00	USD
079829	CD Conductivity Detector, ICS-3/ICS-5 Coverage: Standard Options Plan-Ion Chromatography	19081253	747.00	USD
22181-60019	PROD,EG,DUAL,ISC6 Coverage: Standard Options Plan-Ion Chromatography	19100198	2,508.00	USD
063973	AXP Auxiliary Pump Coverage: Essential Plan - Ion Chrom	V0010201	1,854.00	USD
071381	AutoTrace 280 Coverage: Essential Plan - Sample Prep	14063026	7,005.00	USD

** The ICS5000+ product line will reach and end of guaranteed service life on 4/1/2027. Service can be extended from that point through 3/31/2028 on a best case basis. **

Service Plan Sub-Total	106,584.00	USD
Discount: 6.00%	-6,395.04	USD
Service Plan Total	100,188.96	USD

Thermo Electron North America LLC
1400 Northpoint Pkwy Suite 10
West Palm Beach, FL 33407-1976

SERVICE PLAN QUOTATION	
QUOTATION Number:	22535789 /
Coverage Start Date:	August 01, 2026
Coverage End Date:	July 31, 2027
Quotation Expires:	August 31, 2026

Betty Wang
ORANGE COUNTY WATER DISTRICT
18700 WARD STREET
FOUNTAIN VALLEY CA 92708

Thermo Fisher Scientific looks forward to providing service on those instruments specified above subject to the terms and conditions stated on the attached document. As an authorized representative of the Buyer, your signature below creates an Agreement to buy the services listed above and your acceptance of the Terms and Conditions on the following pages as the sole and exclusive terms for your purchase. If you have questions, please contact me.

Please be advised that our legal department's contract review policy does not allow for the review or acceptance of customer terms for Service Plan engagements below \$20,000. The rationale for this policy is to expedite the sales process and reduce the possibility of accepting onerous terms for low dollar value contracts. We are willing to entertain in good faith proposed edits to our standard terms if you are inclined to propose reasonable changes. As alternative to the exchange and review of edited commercial terms, we may agree to have neither party sign any terms and rely on the terms applied under the relevant version of the Uniform Commercial Code.

ACCEPTANCE OF SERVICE PLAN

ORANGE COUNTY WATER DISTRICT

Thermo Electron North America, LLC

Signature **Date**

Signature **Date**

PO Number

Thermo Electron North America LLC

1400 Northpoint Pkwy Suite 10
West Palm Beach, FL 33407-1976

SERVICE PLAN QUOTATION	
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Betty Wang
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OPTIONS PLAN ~ ION CHROMATOGRAPHY

The entitlements and exclusions of the Options plan are the same as those of the support plan for the main instrument

UNITY LAB SERVICES ESSENTIAL SERVICE PLAN

Plan Features:

- ~ Field Service Engineer labor, travel, and parts required for Corrective Maintenance visits with a targeted response time of 3 business days
- ~ Priority status for technical support inquiries with a targeted immediate response time. A certified service engineer will conduct diagnosis and Corrective Maintenance procedures using the latest digital remote support tools
- ~ One (1) scheduled annual standard Preventive Maintenance visit (standard PM kit included)
- ~ Access to Unity Lab Services Online Knowledge Base
- ~ 10% discount on spare parts (not covered by corrective maintenance), accessories, and consumables for the instruments covered under this contract and during the effective period of this contract (please ask for the discount when contacting your local Thermo Fisher Scientific parts ordering department)
- ~ Software and firmware updates upon request and in conjunction with a scheduled Preventive Maintenance or Corrective Maintenance visit (updates are defined as changes of the existing software version that are intended to improve its performance)
- ~ 10% discount off list price for the training classes purchased during the contract validity period. May not be available in all locations or used in conjunction with any other discounts or promotions (please check availability with your local Thermo Fisher sales representative or customer service team)

Optional Add-on Services:

- ~ Purchase of an Operational Qualification (OQ) with this contract includes an Instrument Requalification (RQ) in conjunction with a scheduled Corrective Maintenance. Scope of RQ testing is defined in the Unity Lab Services Re-Qualification Testing Matrix
- ~ Purchase of an additional Preventive Maintenance with this contract available at a reduced price

(For details on plan exclusion please refer to www.unitylabservices.com/contractexclusions)

Thermo Electron North America LLC

1400 Northpoint Pkwy Suite 10
West Palm Beach, FL 33407-1976

Services Terms and Conditions

1. GENERAL. Thermo Electron North America LLC ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the annual support plans ("Support Plan(s)") and/or billable services ("Technical Support") as listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("Agreement"). Support Plans and Technical Support may be referred to collectively as "Services". Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected; and if Buyer's response is deemed to be an offer, this document is a rejection of Buyer's offer and a counteroffer by Seller and shall not constitute acceptance of any proposal by Buyer. Seller's commencement of the Services hereunder will constitute Buyer's acceptance of this Agreement. This is the final, complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Services specified herein, which terms may not be altered in any way by Buyer's purchase order terms. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding upon Seller unless agreed in writing and signed by Seller. Seller's failure to object to additional or different terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein and all such proposals contained in Buyer's order are subject to acceptance in writing by an authorized representative of Seller.

2. DELIVERY OF SERVICES.

2.1 Seller agrees to maintain and/or repair those products or instruments identified on the face hereof as covered under the Services ("Covered Equipment") in a manner consistent with the specifications and entitlements included in the purchased Services as specified by Seller on the face hereof, which may include various levels of service at the Buyer's site(s) and/or Seller's depot repair locations (the "Support Service(s)"). The Support Services will only be valid for the Covered Equipment within the Region covered by the Services (as identified on the face hereof, e.g. 48 contiguous U.S.), Monday through Friday (excluding Seller's holidays) during the hours of 8:00am to 5:00pm local standard time ("Normal Hours") during the term of the Agreement. The Covered equipment must be operated according to the manufacturer's supplied instructions, including without limitation the operator's manual(s) and any malfunction must be promptly reported to Seller. Support Service calls requested outside of Normal Hours or for any non-Covered Equipment or for services not included in the purchased Services will be billed at Seller's standard rates for Technical Support in effect at the time of Buyer's request. Seller reserves the exclusive right to determine the assignment of its employees in the performance of Support Services.

2.2 Parts and Consumables: The Support Plan level or Technical Support quote defines when and if the cost of parts is included under the Services. Notwithstanding the foregoing, the cost for parts that are consumed in the normal and usual operation of the Covered Equipment including, but not limited to, sample preparation and analysis, consumables, paper, ink cartridges, ribbons, pens, lamps and/or data media are not covered under any Services.

2.3 Key Operator: Buyer will designate a key operator of Covered Equipment who can describe instrument malfunctions to Seller's service representatives by telephone and who is qualified to perform simple adjustments and corrections to the Covered Equipment as requested by Seller's service representatives. Buyer's failure to designate a key operator or to perform or to have an authorized representative perform the routine maintenance specified in the Covered Equipment's instructions or owner's manual may result, at Seller's option, in Buyer being invoiced at Seller's standard Technical Support rates to provide such non-covered services.

2.4 Equipment Modification: Seller reserves the right to make any changes in the design or construction of Seller's products without incurring any obligation to make any updates or changes whatsoever in the Covered Equipment under the Services. Buyer agrees to allow Seller, at its expense and option, to make retrofits or design changes which improve product reliability, but do not change its performance characteristics. Any Buyer requests to modify or add devices or accessories to Covered Equipment that are not manufactured by Seller are outside the scope of the Services and covered Support Services.

2.5 Buyer Responsibilities: If Seller advises Buyer that the Support Services should be performed at Buyer's site, Buyer will use its best efforts to provide Seller with all requested diagnostic information for any products requiring the Support Services. Subject to compliance with Buyer's reasonable security requirements, Buyer will give Seller's personnel reasonable access to the Covered Equipment whenever Support Service is required, including relevant documentation and records. Buyer will cooperate with Seller's personnel so that Support Services can be performed efficiently and without interruption. Buyer will permit Seller the use of Buyer's equipment, including Covered Equipment, that Seller's personnel deem necessary to perform the Support Services. Buyer is solely responsible for the procurement, installation, maintenance and fees associated with all third-party communication equipment and media as needed for the performance of Support Service under the Services including, but not limited to, telephone and equipment for remote transmission of data.

2.6 Field Service Report: At the completion of the Support Services, Seller's representatives will provide Buyer with a field service report on which will be indicated the number of hours spent and the materials used in completing the work. Buyer's signature on the field service report will signify approval of the information in the report and Seller's satisfactory completion of the Support Services. If Buyer does not sign the report or provide written objection within five (5) business days after receipt, then the report will be deemed unequivocally approved and accepted by Buyer.

3. SUPPORT PLAN EXCLUSIONS. The following occurrences are not covered by any Support Plan purchased by Buyer from Seller under this Agreement:

a Covered Equipment malfunctions caused by any of the following abnormal conditions; and if Seller performs Support Services as a result thereof, Seller will invoice Buyer at Seller's standard billable rates for service, travel or move, labor and parts;

i Shipping damage incurred en route to Buyer's site or any subsequent transport thereafter;

ii Force Majeure events, including for example, floods, lightning, earthquake, tornado, hurricane or fire, bombing, terrorism, armed conflict, malicious mischief, sabotage or other such natural or manmade disasters;

iii Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation;

iv Repairs, maintenance, or modifications made by anyone other than Seller's trained personnel or without Seller's supervision and/or approval; and

b Maintenance or replacement of media (i.e. printer supplies, etc.) whatever the reason for loss, failure or damage;

c Servicing of material or instruments manufactured by anyone other than Seller, including third-party material or instruments purchased for engineering specials;

d Beta-site support;

e Service calls made to train Buyer's operators; and/or Service calls made as a result of Buyer-identified areas of responsibility, i.e. malfunctions related to Buyer's site conditions, utilities and/or facilities (power, water, temperature, humidity, vibration, dust, etc.) or site computer/data network problems or integrity;

f Relocation and reinstallation of Covered Equipment; however, upon request Seller, will supervise the removing, crating, relocation and reinstallation of its products at Seller's standard billable rates for service, travel or move, labor and parts.

4. WARRANTY. Seller's sole obligation under any Services is to provide the Support Services in a workmanlike manner in accordance with the entitlements of the Services purchased by Buyer hereunder and if Buyer provides notice of defect in Support Services within ninety (90) days of completion of such Support Services, Seller will reperform the Support Services without charge to Buyer. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPERFORM THE DEFECTIVE SUPPORT SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE SUPPORT SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER MAKES NO OTHER WARRANTIES FOR SUPPORT SERVICES PROVIDED UNDER A SUPPORT PLAN AND/OR TECHNICAL SUPPORT, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

5. PRICE AND PRICING ASSUMPTION. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Services will be as specified by Seller. Except as otherwise agreed in writing, the annual charge for each Renewal (as defined in the Term section below) will be Thermo Fisher's standard Support Plan rates in effect at the start of the Renewal. All Support Plan pricing is based on the assumption that the Covered Equipment operates in accordance with product specifications as of the coverage start date; therefore, prior to the start of each Term (as defined in the Term section below) and Renewal, Seller reserves the right to verify and correct the condition of the Covered Equipment and invoice Buyer at Seller's current billable rates for any Support Services deemed reasonably necessary to bring the Covered Equipment into good operating condition. Notwithstanding the above, Seller agrees to waive its right to bill the Buyer for bringing the Covered Equipment into good operating condition if there is no lapse between the end date of the current Support Plan Term and the beginning of any Renewal.

6. TERMS OF PAYMENT. Seller may invoice Buyer immediately for the single lump sum amount equal to the total charges for the initial Term of the Services, in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at the greater of a periodic rate of one and one-half percent (1.5%) per month or the highest rate stipulated by applicable law, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars unless otherwise specified in Seller's invoice.

7. TAXES AND OTHER CHARGES. Prices for the Services exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

8. INDEMNIFICATION

8.1 By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") asserted by another party against Buyer for bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of the Support Services at Buyer's premises under this Agreement; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

8.2 By Buyer. Buyer will indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; or (ii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE SUPPORT SERVICES WARRANTIES HEREIN)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (A) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (B) IS NEGLIGENT.

10. INSURANCE. For the Term of the Services, Seller agrees to maintain and carry liability insurance in amounts set forth below with authorized and financially secure insurance companies (AM Best rating of A-VII or foreign equivalent). Insurance includes (a) commercial general liability insurance for a limit of US\$2,000,000 (two million) for each occurrence and US\$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of US\$1,000,000 (one million), (c) Automobile liability of US\$2,000,000 (two million) and (d) Umbrella coverage of US\$5,000,000 (five million). Only with respect to and to the extent of the liabilities and obligations assumed by Seller under this Agreement (to the extent such coverages are commercially available),

Thermo Electron North America LLC
1400 Northpoint Pkwy Suite 10
West Palm Beach, FL 33407-1976

Seller's commercial general liability, automobile liability and umbrella policies shall (i) include Buyer as an additional insured; (ii) include a waiver of subrogation in favor of Buyer (this waiver shall not extend to the negligence or willful misconduct of Buyer); and (iii) if an indemnity obligation is owed, shall be primary and noncontributory to any insurance maintained by the Buyer. Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein

11. TERM. The Services will begin and remain effective for the period of time stated on the face hereof ("Term"). To renew a Support Plan, Buyer must sign a renewal service agreement accompanied by a purchase order prior to the expiration of the current Term ("Renewal"), which shall also be subject to the terms and conditions of this Agreement. Either party may terminate the Services for any/no reason by providing at least thirty (30) days written notice to the other party. Seller will use commercially reasonable efforts to stop work and to incur no additional expenses. Regardless, if the Services are cancelled, Seller will charge Buyer for the total price of Support Services actually performed and expenses actually and reasonably incurred in servicing the Covered Equipment under the underlying Services from its effective date until the cancellation date or the prorated price of the underlying Services from its effective date until the cancellation date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Services. In the event Buyer prepaid the Services fees in full and a credit balance exists for the underlying Services, Seller will provide a credit or refund the amount remaining to Buyer.

12. MISCELLANEOUS. (a) Buyer may not delegate any duties or assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A. without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the State of Delaware U.S.A. for any action arising out of or relating to this Agreement. Each party hereby waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Seller agrees not to knowingly disclose any confidential information or data obtained by it during the performance of Support Services when such information or data is clearly identified in writing by Buyer as confidential. Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. The parties agree to keep such information confidential and not disclose each other's confidential information to any third party for one (1) year hereafter, and to use such information solely for Buyer's internal purposes and in connection with the Support Services supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (g) Any notice or communication required or permitted hereunder must be in writing and shall be deemed received when personally delivered, upon delivery by any internationally recognized carrier such as Federal Express or similar overnight delivery service, or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

	BUYER		SELLER
By:	_____	By:	_____
Print Name:	_____	Print Name:	_____
Print Title:	_____	Print Title:	_____
Date:	_____	Date:	_____

Initial here to indicate Buyer's agreement to automatically apply the Services Terms and Conditions of Sale to all future orders for new Service from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for _____(write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

Thermo Electron North America LLC

1400 Northpoint Pkwy Suite 10
West Palm Beach, FL 33407-1976

Equipment Location Summary

Material	Serial no.	Your Ref.	Description
063978	DXZ0044872		Auxillary Pump
Our record location:		Actual location, if different:	
Orange County Water District			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			
Material	Serial no.	Your Ref.	Description
071381	DX09110989		AutoTrace 280
Our record location:		Actual location, if different:	
Orange County Water District			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			
Material	Serial no.	Your Ref.	Description
071381	DX10011308		AutoTrace 280
Our record location:		Actual location, if different:	
Orange County Water District			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			
Material	Serial no.	Your Ref.	Description
071381	DX11090874		AutoTrace 280
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			
Material	Serial no.	Your Ref.	Description
071381	14062651		AutoTrace 280
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			
Please indicate changes as necessary and fax to: 877-867-8945			

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Material	Serial no.	Your Ref.	Description
071381	14063026		AutoTrace 280
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
074922	DX13080873		AS-AP Autosampler with Temperature C
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
079829	14123251		CD Conductivity Detector, ICS-3/ICS-
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
060684	Z0053616		AXP-MS Auxiliary Pump
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
071385	15091711		AutoTrace 280
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Please indicate changes as necessary and fax to: 877-867-8945

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Material	Serial no.	Your Ref.	Description
075923	15010510		ASSY, SP, STD, ISO, +DGAS,ICS5+
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD ST			
FOUNTAIN VALLEY CAUS			
92708			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
075940	15011512		Detector Compartment, Dual Temperatu
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
075776	15011327		Eluent Generator
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD ST			
FOUNTAIN VALLEY CAUS			
92708			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
061830	14123254		Conductivity Detector
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD ST			
FOUNTAIN VALLEY CAUS			
92708			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
074921	15011185		AS-AP Autosampler
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Please indicate changes as necessary and fax to: 877-867-8945

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Material	Serial no.	Your Ref.	Description
071385	16091421		AutoTrace 280
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
074921	18090048		AS-AP Autosampler
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
22153-60305	19080651		PROD,INTEGRION, RFIC, DEGAS, OVEN, T
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
071385	19090656		AutoTrace 280
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
22181-60011	19091207		PROD,DP,STD,ISO-ISO,+DGAS,ICS6
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Please indicate changes as necessary and fax to: 877-867-8945

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Material	Serial no.	Your Ref.	Description
22181-60045	19100257		PROD,DC-6000 STD TEMP,2
VALVE,STD-BO			
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
22181-60019	19100198		PROD,EG,DUAL,ISC6
Our record location:			
Actual location, if different:			
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
079829	19081253		CD Conductivity Detector, ICS-3/ICS-
Our record location:			
Actual location, if different:			
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
069116	19100413		Variable Wavelength Detector, Singl
Our record location:			
Actual location, if different:			
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
063973	V0008548		AXP Auxiliary Pump
Our record location:			
Actual location, if different:			
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708-6930			
Your Service Contact:			

Please indicate changes as necessary and fax to: 877-867-8945

Thermo Electron North America LLC
1400 Northpoint Pkwy Suite 10
West Palm Beach, FL 33407-1976

Material	Serial no.	Your Ref.	Description
063973	V0010201		AXP Auxiliary Pump
Our record location:		Actual location, if different:	
ORANGE COUNTY WATER DISTRICT			
18700 WARD STREET			
FOUNTAIN VALLEY CAUS			
92708			
Your Service Contact:			

Please indicate changes as necessary and fax to: 877-867-8945

AGENDA ITEM SUBMITTAL

Meeting Date: August 12, 2026

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen

Budgeted: N/A

Budgeted Amount: NA

Cost Estimate: N/A

Funding Source: N/A

Program/Line Item No.: NA

General Counsel Approval: N/A

Engineers/Feasibility Report: NA

CEQA Compliance: NA

Subject: RESPONSE TO ORANGE COUNTY GRAND JURY REPORT – PFAS AND PUBLIC AWARENESS A CLOSER LOOK AT ORANGE COUNTY DRINKING WATER

SUMMARY

The Orange County Grand Jury recently released the attached report titled PFAS and Public Awareness: A Closer Look at Orange County Drinking Water. The District is required to respond to the report's Findings and Recommendations by September 7th. A draft letter response to the Grand Jury report is attached.

Attachments:

- Orange County Grand Jury report PFAS and Public Awareness A Closer Look at Orange County Drinking Water
- Draft Letter Response to Grand Jury
- Grand Jury Report Presentation

RECOMMENDATION

Agendize for August 19 Board meeting: Provide the attached letter response to the Grand Jury report.

DISCUSSION

As written in the Orange County Grand Jury report titled, PFAS and Public Awareness A Closer Look at Orange County Drinking Water, the report is necessary to provide a clear, up-to-date understanding of how Orange County drinking water agencies are responding to these new requirements. Evaluating the status of PFAS treatment planning and installation helps illustrate the extent of infrastructure readiness, the pace of implementation, and the challenges agencies encounter as they work to bring new systems online.

The report continues to state that by documenting current conditions and identifying gaps or emerging needs, the study supports informed decision-making among water providers, policymakers, and ratepayers. This work helps ensure that Orange County communities receive safe drinking water and that agencies are equipped to meet regulatory expectations while maintaining public trust. The Grand Jury based its study on a comprehensive review of multiple sources, including interviews, public records, field investigations, and relevant news articles. There are eight Findings and six Recommendations listed in the report and OCWD must respond to all the findings. The

following are the eight proposed responses to the Grand Jury's Report Findings F1 – F8.

- F1 Commercial and industrial chemical manufacturers are a major source of PFAS contamination. Settlement litigation funds are available for community water systems to make claims.

OCWD and many of its local retail water agencies (Producers) impacted by PFAS are participating in a national aqueous film-forming foam (AFFF) multidistrict litigation (MDL) No. 2873 against PFAS manufacturers including 3M and Dupont to recover costs addressing PFAS impacts. Settlements have been reached with several of the manufacturers, and payments totaling \$78 million have been received by OCWD and participating Producers to date. Future scheduled payments under these existing settlements are scheduled and additional settlements are expected.

- F2 PFAS is widespread, and contamination has been detected in Orange County groundwater sources. Community water systems are required to report PFAS monitoring results in their annual Consumer Confidence Reports.

OCWD agrees that community water systems are required to report PFAS monitoring results in their annual Consumer Confidence Reports if the concentration is above a state set Report Detection Level, consistent with requirements established by the state Division of Drinking Water.

- F3 PFAS exposure is associated with potential adverse human health effects.

OCWD is aware of studies showing that PFAS exposure above certain thresholds can be associated with potential adverse human health effects.

- F4 OCWD has taken a proactive leadership role in addressing PFAS in the Orange County Groundwater Basin, though PFAS treatment implementation varies across local cities and water districts.

OCWD and the Producers it serves provide safe and reliable drinking water that consistently meets all state and federal drinking water standards. Despite playing no role in releasing PFAS into the environment, OCWD is working with its Producers to remove PFAS from local water supplies in order to comply with state and federal regulations. More than 100 out of 200 Producer wells within OCWD have been impacted due to various state and federal regulations. At this time, only two (2) of 19 Producer water systems have continued

to report non-detects for PFAS: the cities of Seal Beach and La Palma.

- F5 Groundwater supplies must either be treated to remove PFAS or must be replaced with imported water supplies that are significantly more expensive than groundwater. Over \$500 million is being spent on construction, operations, and maintenance of PFAS treatment facilities in Orange County.

OCWD concurs that impacted groundwater production wells must either be treated to remove PFAS or must be replaced with more expensive imported water. OCWD estimates it will spend over \$600 million on capital costs (design, construction, inspection) and total costs including operations and maintenance are expected to be approximately \$1.8 billion in Orange County over the next 30 years.

- F6 Orange County drinking water meets or exceeds state and federal standards and is safe for consumption without additional home filtration.

OCWD concurs with this finding.

- F7 Research on newer PFAS compounds and long-term exposure effects is ongoing.

OCWD concurs with this finding.

- F8 There are limited online PFAS education and outreach programs among Orange County water retailers. Most retailers rely on OCWD for PFAS education and outreach. PFAS advisories were included in approximately 55% of the Orange County water retailers' annual water quality reports in 2025.

OCWD maintains a PFAS section on its website www.ocwd.com, which contains a PFAS Fact Sheet and a Quarterly PFAS Update. When requested, OCWD works with its Producers to provide agency-specific fact sheets and other information for public distribution.

The report also includes the following six Recommendations (R1 – R6). OCWD must respond to Recommendations 1-3, 5 and 6. A voluntary response has also been provided for Recommendation 4.

- R1 By September 30, 2026, Orange County Water District (OCWD), in coordination with state and federal agencies, should pursue cost recovery efforts against PFAS manufacturers to offset treatment, monitoring, and long-term remediation costs incurred by local water agencies and ratepayers. [F1, F5]

OCWD and several of its Producers have already sued PFAS manufacturers, including 3M and Dupont to recover costs associated

with addressing PFAS impacts. Settlements have been reached with several of the manufacturers, and payments totaling \$78 million have been received to date with additional payments and settlements expected.

- R2 By July 1, 2029, OCWD and its member agencies should monitor PFAS in groundwater and surface water sources and promptly implement PFAS treatment when response levels are exceeded. [F2, F4]

OCWD continues to maintain a proactive and comprehensive monitoring program for PFAS and funds treatment in cooperation with its Producers. These PFAS water quality monitoring efforts have continued for more than a decade and include multiple US EPA Unregulated Contaminant Monitoring Rule programs that include PFAS (UCMR3 and UCMR5) as well as multiple PFAS monitoring orders issued by the California Division of Drinking Water. OCWD has steadily expanded PFAS monitoring to include additional drinking water wells, groundwater monitoring wells, and surface waters throughout the Orange County groundwater basin and the Santa Ana River watershed. Through these efforts, OCWD will ensure that all its Producer agencies meet the initial monitoring requirements contained within US EPA's PFAS National Primary Drinking Water Regulation (NPDWR). OCWD has continued to meet with and maintain communication with many local water agencies and regulatory agencies to share PFAS monitoring results and related information. OCWD has also performed multiple phases of pilot testing of PFAS treatment media to help Producers determine the best treatment options. OCWD has implemented a PFAS treatment policy to fund 100% of the design and construction, and 50% of the operation and maintenance costs for Producer drinking water well treatment facilities. OCWD and the Producer water systems have worked closely and collaboratively to develop this PFAS treatment policy and maintain PFAS agreements in support of the policy resulting in implementation of treatment throughout OCWD well in advance of much of the rest of the country.

- R3 By September 30, 2026, OCWD, in collaboration with the Orange County Health Care Agency, should update public education and guidance continually as scientific understanding and regulatory standards evolve. [F3]

OCWD continues to provide public education and guidance on scientific understanding, regulatory standards changes, progress on PFAS treatment infrastructure, upcoming webinars/conference presentations, and available resources for review amongst other

topics on its website and social media channels, and through its Quarterly PFAS Updates and monthly Hydrospectives newsletter.

- R4 By July 1, 2029, all Orange County water retailers should consistently include a PFAS advisory, treatment facilities status, and compliance information in consumer confidence reports and on agency websites, using clear and understandable language for the public. [F2, F8]

OCWD concurs with this recommendation.

- R5 By September 30, 2026, OCWD and all Orange County water retailers should enhance coordinated public education efforts to reassure their customers about drinking water safety. [F6, F8]

OCWD has and will continue providing the public with educational PFAS information, resources, and updates posted on our website and distributed with our monthly newsletter.

- R6 By September 30, 2026, OCWD should continuously monitor national and international PFAS research developments and incorporate new findings into future groundwater management, treatment planning, and regulatory compliance strategies. [F7]

OCWD has and will continue working with and sharing information with local, national and international water agencies on treatment strategies, research and development on treatment technologies and regulatory compliance.

PREVIOUS BOARD ACTION(S)

N/A



PFAS and Public Awareness

A Closer Look at Orange County

Drinking Water

Orange County Grand Jury 2025-2026



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SUMMARY

Per- and Polyfluoroalkyl Substances (PFAS) form a broad class of thousands of synthetic chemicals characterized by strong carbon–fluorine bonds and are among the most durable compounds in organic chemistry. This bond strength makes PFAS highly resistant to breaking down, allowing them to persist in the environment for decades or longer. Because of this persistence, PFAS are often called “forever chemicals.”

Various industries have used PFAS in consumer and commercial applications since the 1940s because their chemical properties provide water, oil, and stain resistance, as well as heat stability. These properties support applications across numerous sectors, including aerospace, automotive, textiles, firefighting foams, food packaging, electronics, and medical devices. As a result of their widespread use and persistence, PFAS now appear globally in water, air, soil, wildlife, and human blood.

Scientific studies continue to show associations between PFAS exposure and harmful health effects in humans and animals, although the degree of risk varies by compound. In response, federal and state agencies, including the United States Environmental Protection Agency (EPA) and the United States Food and Drug Administration (FDA), began accelerating regulatory actions in the 2010s to reduce PFAS exposure, enhance monitoring, and develop treatment and disposal methods.

This report identifies and describes PFAS levels detected by Orange County drinking water agencies. It evaluates how these agencies have responded to recent PFAS regulatory requirements. It also examines the progress of PFAS treatment facility planning and installation, along with implementation of public education programs related to PFAS in drinking water. This report’s findings and recommendations aim to strengthen PFAS reporting in annual Water Quality Reports (Consumer Confidence Reports) and expand public outreach by Orange County drinking water agencies.

BACKGROUND

PFAS are a large group of man-made “forever chemicals” produced since the 1940s, known for extreme persistence, environmental mobility, and bioaccumulation due to strong carbon-fluorine bonds.¹ Used in water/stain-resistant coatings, firefighting foams, industrial processes, PFAS have contaminated soil, water, and air globally.

¹ Elsie M. Sunderland, et al., “A review of the pathways of human exposure to poly- and perfluoroalkyl substances (PFASs) and present understanding of health effects,” *Journal of Exposure Science & Environmental Epidemiology*, November 23, 2018, accessed March 16, 2026, https://sunderlandlab.org/assets/sunderland_jeseerev_2018wsi.pdf.

Contaminated drinking water has led to high levels of exposure to PFOA, PFOS, and other PFAS² for some populations residing near manufacturing facilities. Workers in facilities that make or use PFAS can be exposed to higher amounts of these chemicals and have higher levels in their blood.³ Infants may be exposed to PFAS through breastfeeding.⁴

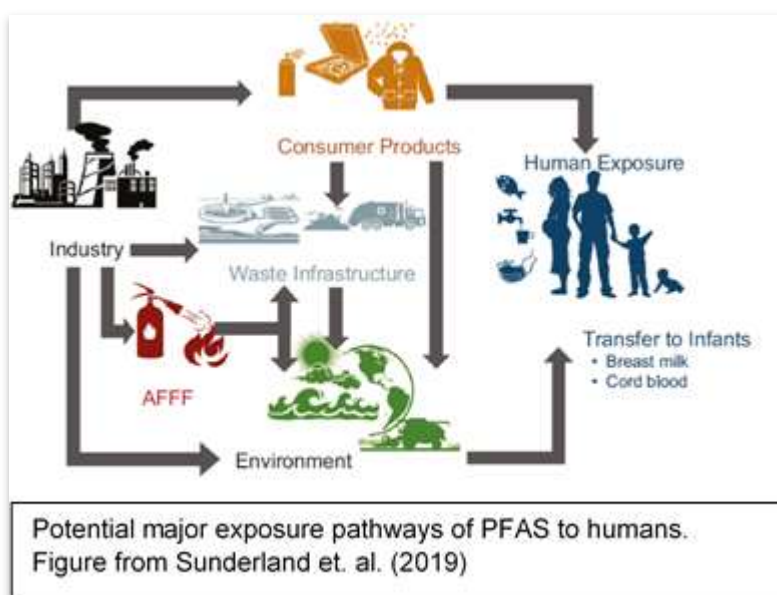


Figure 1 - Potential Major Exposure Pathways of PFAS to Humans⁵

PFAS, especially PFOA and PFOS, have been detected in air, water, and soil in and around manufacturing facilities. However, these releases have been declining since companies began phasing out the production and use of several PFAS in the early 2000s.⁶ Due to their chemical structure, PFAS are very stable in the environment and are resistant to breaking down. Some PFAS are volatile and can be carried long distances through the air, which may lead to contamination of soils and groundwater far from the source of the PFAS emission.⁷

The four major sources of PFAS are: fire training/fire response sites, industrial sites, landfills, and wastewater treatment plants/biosolids. PFAS can get into drinking water when products containing them are used or spilled onto the ground or into lakes and rivers. Once in groundwater, PFAS are easily transported long distances and can

² Kyle Steenland, Tony Fletcher, and David A. Savitz, "Epidemiologic Evidence on the Health Effects of Perfluorooctanoic Acid (PFOA)," *National Library of Medicine*, accessed May 12, 2026, <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2920088/>.

³ Sunderland, "A review of the pathways of human exposure."

⁴ Ibid.

⁵ Ibid.

⁶ Ibid.

⁷ "Frequently Asked Questions (FAQs) PFAS General," California State Water Resources Control Board, March 4, 2019, https://www.waterboards.ca.gov/pfas/docs/pfas_general_faq.pdf.

contaminate drinking wells. PFAS in the air can also end up in rivers and lakes used for drinking water.⁸

PFAS have been used extensively in surface coating and protectant formulations due to their unique ability to repel oil, grease, and water. Major applications have included protectants for paper and cardboard packaging products, carpets, leather products, and textiles that enhance water, grease, and soil repellency, and in firefighting foams. PFAS have also been used as processing aids in the manufacture of nonstick coatings on cookware. Common consumer products containing PFAS include Teflon, Gore-Tex and Scotchgard.⁹

Background Summary of PFAS and Its Effects

Source and Exposure: Primary sources include industrial sites, firefighting training, landfills, and wastewater treatment plants. They enter drinking water, food, and indoor dust, resulting in widespread human exposure.

Health and Environmental Impact: PFAS are associated with adverse effects, including cancer (i.e. testicular, kidney), developmental delays, liver damage, and high cholesterol. They do not break down easily, leading to "background" contamination even in remote areas.¹⁰

Regulation and Action: While major US manufacturing of certain PFAS ended around 2015, they remain in products and in the environment. The EPA has established Maximum Contaminant Levels (MCLs) for drinking water.¹¹

"Forever Chemicals" Definition: Their chemical structure, featuring one of the strongest bonds in organic chemistry, makes them resistant to heat, water, and oil, thus earning them the nickname "forever chemicals."¹²

In Orange County, PFAS have been detected in the **Orange County Groundwater Basin**, which provides 77% to 85% of the drinking water for north and central parts of the county. Local agencies have taken a proactive stance, shutting down dozens of impacted wells and building some of the nation's largest treatment facilities to ensure tap water meets safety standards.¹³

⁸ "PFAS background," California State Water Resources Control Board, January 14, 2025, <https://www.waterboards.ca.gov/pfas/background.html>

⁹ Ibid.

¹⁰ "PFAS Explained," EPA, accessed March 11, 2026, <https://www.epa.gov/pfas/pfas-explained>.

¹¹ "Per- and Polyfluoroalkyl Substances (PFAS), Final PFAS National Primary Drinking Water Regulation," Accessed May 12, 2026, <https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas>.

¹² Ibid.

¹³ University of California, Irvine, "UCI PFAS Health Study, Frequently Asked Questions," accessed May 12, 2026, <https://sites.uci.edu/pfas/frequently-asked-questions/>.

REASON FOR STUDY

Recent regulatory actions related to PFAS have created significant operational, financial, and communication challenges for drinking water agencies across California. Orange County agencies face an intensifying timeline due to the region's reliance on groundwater supplies, the presence of PFAS in local aquifers, and the need to comply with evolving state and federal standards. As regulatory and monitoring requirements expand, agencies must rapidly adapt their treatment strategies, capital planning, and public outreach efforts.

This study is necessary to provide a clear, up-to-date understanding of how Orange County drinking water agencies are responding to these new requirements. Evaluating the status of PFAS treatment planning and installation helps illustrate the extent of infrastructure readiness, the pace of implementation, and the challenges agencies encounter as they work to bring new systems online. At the same time, assessing the development and delivery of PFAS-related education programs offers insight into how effectively agencies are communicating risks, regulatory changes, and water quality information to the public.

By documenting current conditions and identifying gaps or emerging needs, the study supports informed decision-making among water providers, policymakers, and ratepayers. This work helps ensure that Orange County communities receive safe drinking water and that agencies are equipped to meet regulatory expectations while maintaining public trust.

METHOD OF STUDY

The Orange County Grand Jury investigated the PFAS in Orange County drinking water to provide a clear and accurate assessment. The Grand Jury based its study on a comprehensive review of multiple sources, including interviews, public records, field investigations, and relevant news articles. Multiple independent sources corroborated and validated all facts, findings, and recommendations presented in the report.

- Interviewed several Orange County governmental leaders and senior staff directly involved in managing drinking water quality
- Reviewed and analyzed key documents related to the investigation, including:
 - Published Water Quality reports from all Orange County water retailers
 - Records from all Orange County water agencies
- Examined news articles and publications relevant to the topic.
- Conducted extensive internet research.

- Performed field investigations in which Grand Jury members visited several water management agencies to directly observe and assess drinking water processes.

INVESTIGATION AND ANALYSIS

The 2025-2026 Orange County Grand Jury investigated the presence of PFAS in Orange County drinking water and the response of Orange County community water systems. Community water systems (CWS) are city, county, regulated utilities, regional water systems and even small water companies and districts where people live. Non-community water systems¹⁴ provide drinking water to the public at locations where people do not reside permanently. The investigation included evaluation of Orange County CWS compliance with federal and state PFAS monitoring and reporting requirements and the extent of the voluntary response to PFAS contamination. The Grand Jury also evaluated annual Consumer Confidence Reports, also called Annual Water Quality Reports, which are issued annually by CWS and distributed to their customers.

Orange County Drinking Water Systems

The Grand Jury investigation was limited to community water systems (CWS) operated by cities or special districts that are regulated under the Safe Drinking Water Act.¹⁵ CWS are defined as public water systems that serve at least 15 service connections used by yearlong residents, or regularly serve at least 25 yearlong residents of the area served by the system.¹⁶ In Orange County, there are 31 such CWS that are operated by cities or special districts and that sell drinking water directly to customers on a retail basis. In this report, these Orange County CWS may be referred to as retail water districts or water retailers.

Drinking Water Sources

North and Central Orange County

Orange County is divided into two distinct areas when it comes to drinking water sources. There are 2.5 million residents of north and central Orange County, who receive about 85% of their drinking water supplies from the Orange County Groundwater Basin, and the remaining 15% of their water supplies are imported from

¹⁴ "California Code, Health and Safety Code - HSC § 116275," FindLaw, accessed May 21, 2026, <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-116275/>.

¹⁵ "Summary of the Safe Drinking Water Act," EPA, describing statutory authority at 42 U.S.C. § 300f et seq., accessed May 21, 2026, <https://www.epa.gov/laws-regulations/summary-safe-drinking-water-act>.

¹⁶ "California Code, Health and Safety Code - HSC § 116275," FindLaw.

the State Water Project and Colorado River delivered by Municipal Water District of Orange County (MWDOC).¹⁷

South Orange County

Approximately 600,000 residents of south Orange County rely primarily on imported water supplies delivered by MWDOC, and a few south County communities also have groundwater supplies from the San Juan Basin and surface water supplies from Irvine Lake (also referred to as the Santiago Reservoir).¹⁸

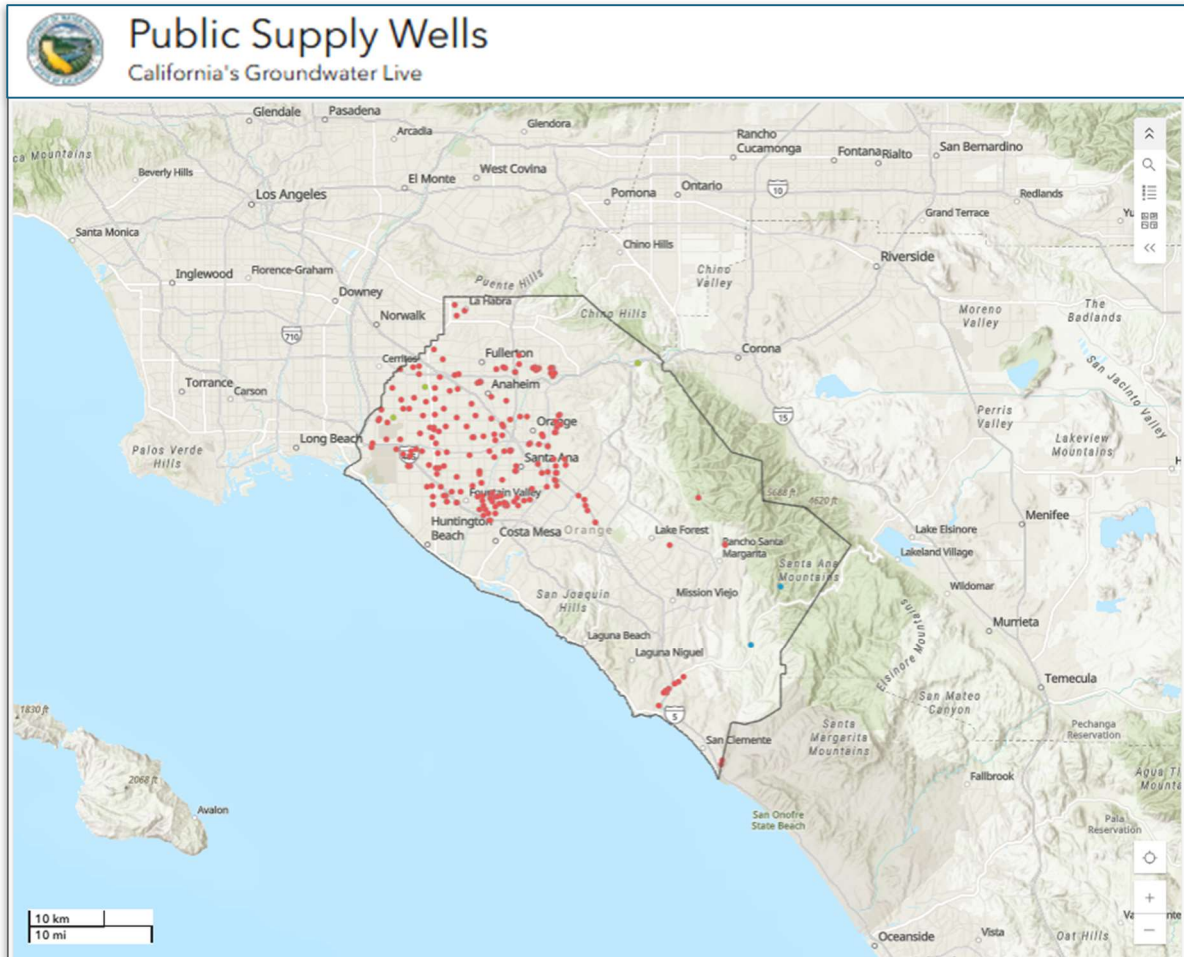
Public Supply Wells

According to the California Department of Water Resources (DWR) as of November 2024,¹⁹ there were a total of 217 public supply wells for drinking water in Orange County. Of the 217 total wells, 211 were CWS wells and six were non-community water system wells. See Figure 2 for a Department of Water Resources map of Orange County groundwater public supply wells. This map illustrates the reliance of north and central Orange County on groundwater sources, and the reliance of south Orange County on imported water supplies.

¹⁷ “How water works in Orange County,” OCWD, accessed May 21, 2026, <https://www.ocwd.com/learning-center/how-water-works-in-oc/>.

¹⁸ Ibid.

¹⁹ “California’s Groundwater Live: Well Infrastructure,” California Department of Water Resources, accessed April 13, 2026, <https://storymaps.arcgis.com/stories/f2b252d15a0d4e49887ba94ac17cc4bb>.



Source: State of California, Department of Water Resources

Figure 2 - Orange County Groundwater Public Supply Wells

Orange County Water District

Orange County Water District (OCWD) manages the Orange County Groundwater Basin to ensure sustainable use through replenishment of groundwater and delivery of water supplies to its 19 member agencies. Some OCWD member agencies are also members of MWDOC.

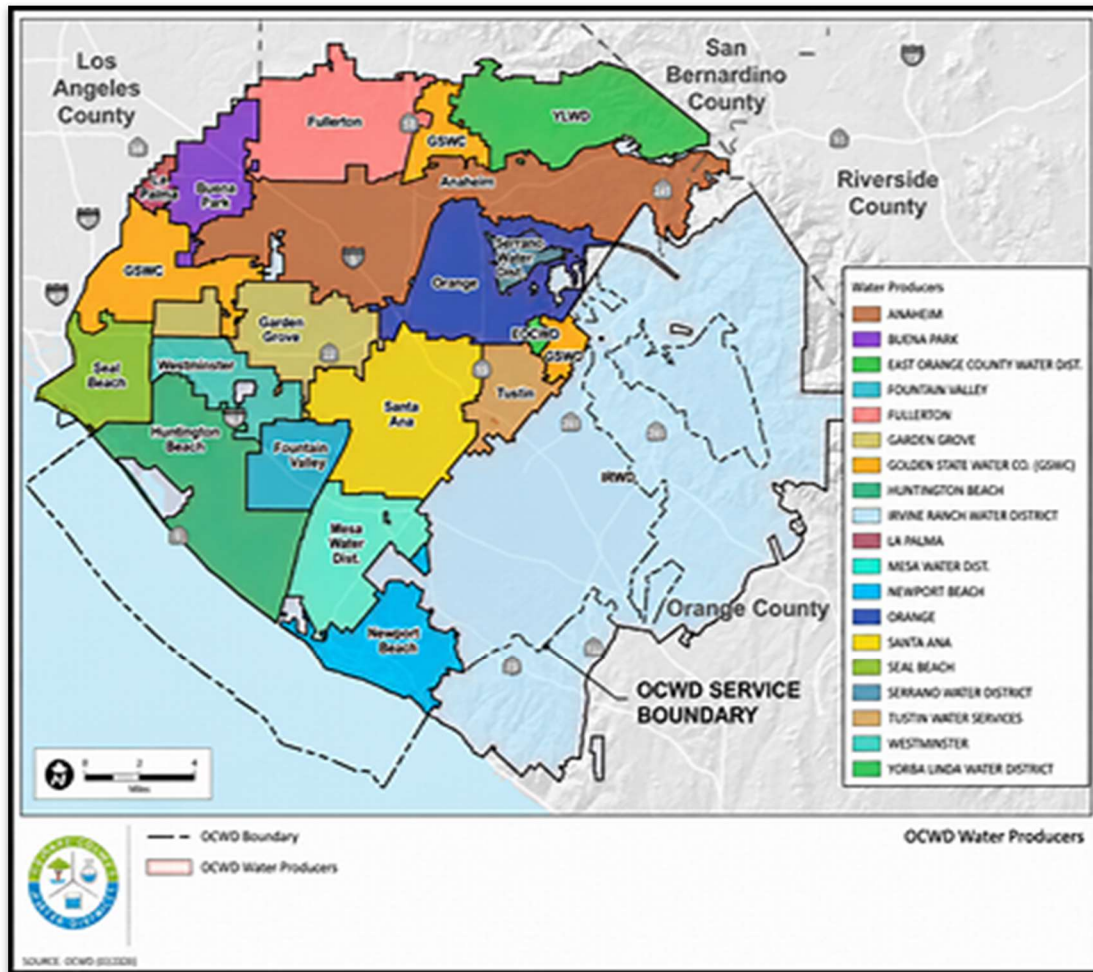
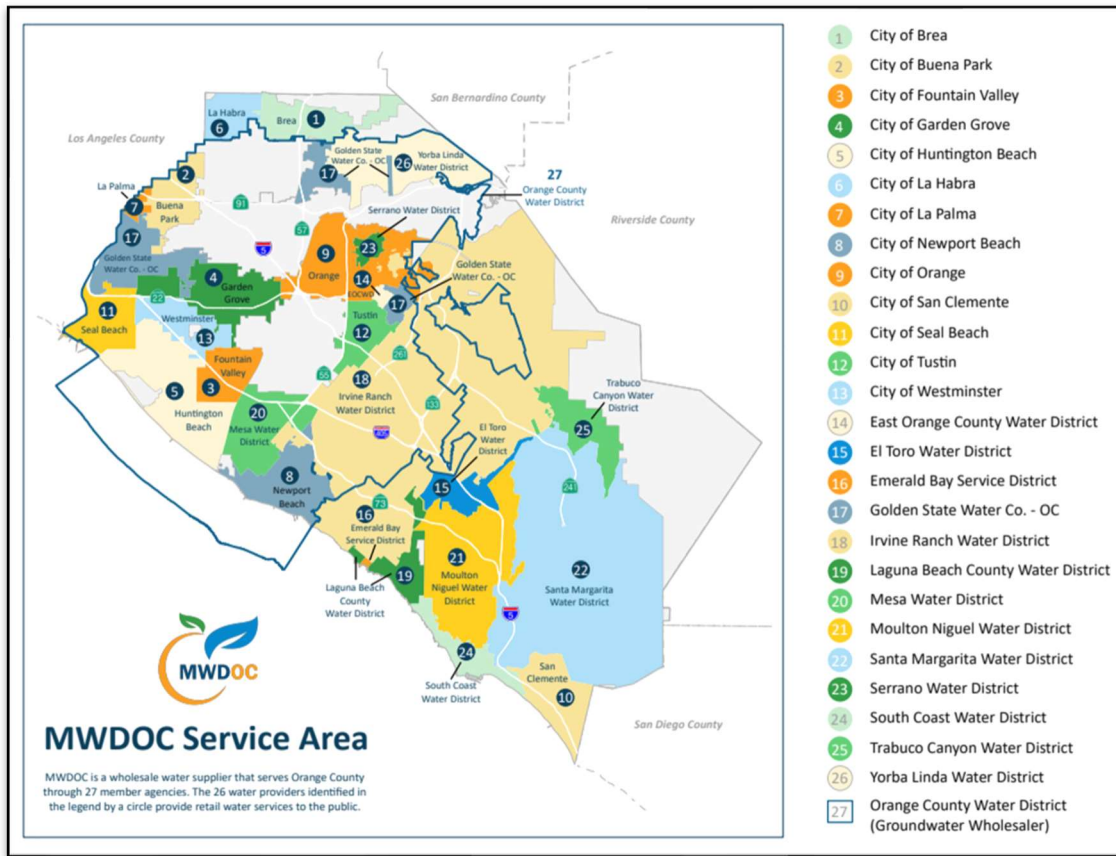


Figure 3 - Orange County Water District (OCWD) Service Area

Municipal Water District of Orange County

MWDOC is the wholesale water provider and resource planning agency that partners with the Metropolitan Water District of Southern California (MWD) to deliver imported water to its 27 member agencies.²⁰ Some MWDOC member agencies are also members of OCWD.

²⁰ "How water works in Orange County," OCWD.



Source: MWD OC

Figure 4 - Municipal Water District of Orange County (MWD OC) Service Area

PFAS and the Health Effects of Exposure

What are PFAS?

PFAS are a large group of many thousands of manufactured chemicals that are resistant to heat, oil, and water. Among the many thousands of different PFAS, some have been more widely used and studied than others.²¹ PFAS have been used extensively in surface coating and protectant formulations due to their unique ability to reduce the surface tension of liquids, and their ability to repel oil, grease, water, and staining. Major applications have included use as processing aids in the manufacture of nonstick coatings on cookware, surface protectants for paper and cardboard such as disposable food packaging, microwave popcorn bags, pizza boxes, and candy wrappers. Other surface protectants include those used on furniture and carpets,

²¹ "PFAS Explained," EPA.

leather products, outdoor gear, and textiles.²² PFAS are also one of the main components of aqueous film forming foams (AFFF) used frequently at airports and military bases for firefighting and emergency response training activities.²³ It is important to note that PFAS-containing firefighting foams and other emergency response materials containing PFAS are no longer in use at Orange County airports and harbors.²⁴

PFOA and PFOS are two types of PFAS of particular concern that are no longer manufactured or imported into the US. Trace amounts of PFOA and PFOS may still be contained in some imported goods and in other PFAS goods and materials that are still produced and used in the US.²⁵ Under the PFOA Stewardship Program with the EPA, eight major PFAS producers have phased out PFOA and other PFAS substances from their emissions and products; however, manufacturers are replacing substances in the PFAS family with others such as GenX and ADONA.²⁶

Understanding the PFAS Cycle: How PFAS Moves Through the Environment

PFAS move through the environment in a repeating cycle through air, water, soil, products, animals, and humans. This is known as the PFAS cycle. This cycle can be described in four stages and is illustrated at Figure 5.²⁷

Manufacturing and use. The PFAS cycle begins during manufacturing or everyday use of PFAS-containing consumer and industrial products. During manufacture and use, PFAS are released into the air, water, and soil. As more PFAS are manufactured and used, the more they accumulate because they are persistent and resistant to degradation.

Environmental spread. After PFAS are released to the environment, they move through wind, snowfall, rain, and runoff to soil and surface water, and infiltration to groundwater. Industrial sites and wastewater treatment plants are key entry points

²² “Our Current Understanding of the Human Health and Environmental Risks of PFAS,” EPA, Accessed May 21, 2026, <https://www.epa.gov/pfas/our-current-understanding-human-health-and-environmental-risks-pfas>.

²³ Sunderland. “A review of the pathways of human exposure.”

²⁴ “SB-1044 Compliance: Phasing Out PFAS in Class B Firefighting Foam,” CAL FIRE, accessed April 17, 2026, <https://osfm.fire.ca.gov/what-we-do/pipeline-safety-and-cupa/fire-fighting-equipment-and-foam-pfas>.

²⁵ “PFAS – Frequently Asked Questions,” California State Water Resources Control Board Division of Water Quality (SWRCB), 5, [3] 3M Company, “Fluorochemical use, distribution and release overview,” AR226-0550, 1999, updated March 19, 2020, accessed March 25, 2026, https://www.waterboards.ca.gov/pfas/docs/master_pfas_faq_mar.pdf.

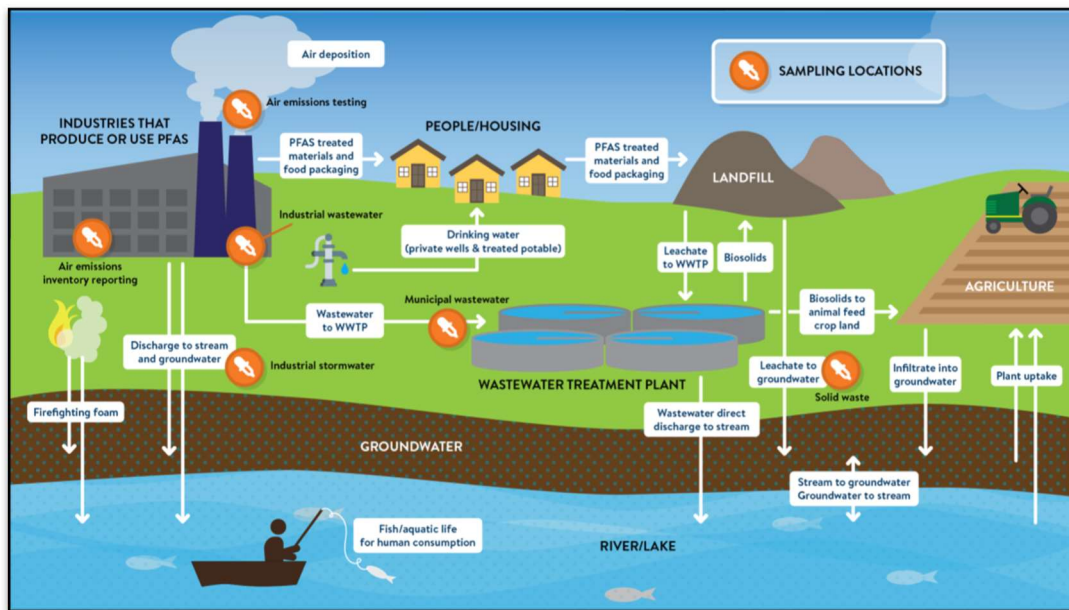
²⁶ “Risk Management for Per- and Polyfluoroalkyl Substances (PFAS) under TSCA,” EPA, accessed May 21, 2026, <https://www.epa.gov/assessing-and-managing-chemicals-under-tsca/risk-management-and-polyfluoroalkyl-substances-pfas>.

²⁷ “Understanding the PFAS Cycle,” EcoPulse, accessed April 13, 2026, <https://www.ecopulsenow.com/insights/understanding-the-pfas-cycle>.

into the environment. PFAS are absorbed from the environment by plants and animals, and then move up the food chain.

Human exposure. Most people are exposed to PFAS through using PFAS-contaminated products, drinking contaminated water, and eating contaminated food such as fish caught from water contaminated by PFAS, and dairy products from livestock exposed to PFAS.²⁸ The US Centers for Disease Control (CDC) National Health and Nutrition Examination Survey (NHANES) estimated that in NHANES 2017–2018 data 98% of the US population had combined PFAS serum levels greater than 2 nanograms per milliliter.²⁹

Re-entry. Even after disposal of PFAS products, PFAS can re-enter the environment through landfill leachate or runoff to soils, agricultural spreading of biosolids, and municipal wastewater treatment effluent discharges to surface water, resulting in PFAS cycling back into soil, animal feed crops, and water.



Source: Minnesota Pollution Control Agency

Figure 5 - The PFAS Cycle

What is the Source of PFAS in Orange County Groundwater?

Wastewater treatment plants located along the Santa Ana River that discharge effluent to the Santa Ana River upstream of managed aquifer recharge operations are sources

²⁸ “Risk Management for Per- and Polyfluoroalkyl Substances (PFAS) under TSCA,” EPA.

²⁹ “National Health and Nutrition Examination Survey. NHANES 2017-18 Overview,” Centers for Disease Control and Prevention (CDC), accessed April 16, 2026, <https://wwwn.cdc.gov/nchs/nhanes/continuousnhanes/default.aspx?BeginYear=2017>.

of PFAS contamination for public water systems downstream of these wastewater treatment plants.³⁰ The OCWD Groundwater Replenishment System (GWRS) actively manages and recharges the Orange County groundwater basin with surface water from the Santa Ana River, imported surface water, and purified recycled water from the GWRS. For much of the year, flow in the Santa Ana River consists predominantly of effluent from municipal wastewater treatment plants upstream from the Orange County groundwater basin.³¹ Figure 6 illustrates these upstream wastewater discharges to the Santa Ana River.³² PFAS has recently been measured in the Santa Ana River at concentrations consistent with wells surrounding the recharge facilities, suggesting that historic concentrations of PFAS in the Santa Ana River may be a primary input of PFAS in the Orange County groundwater basin.³³

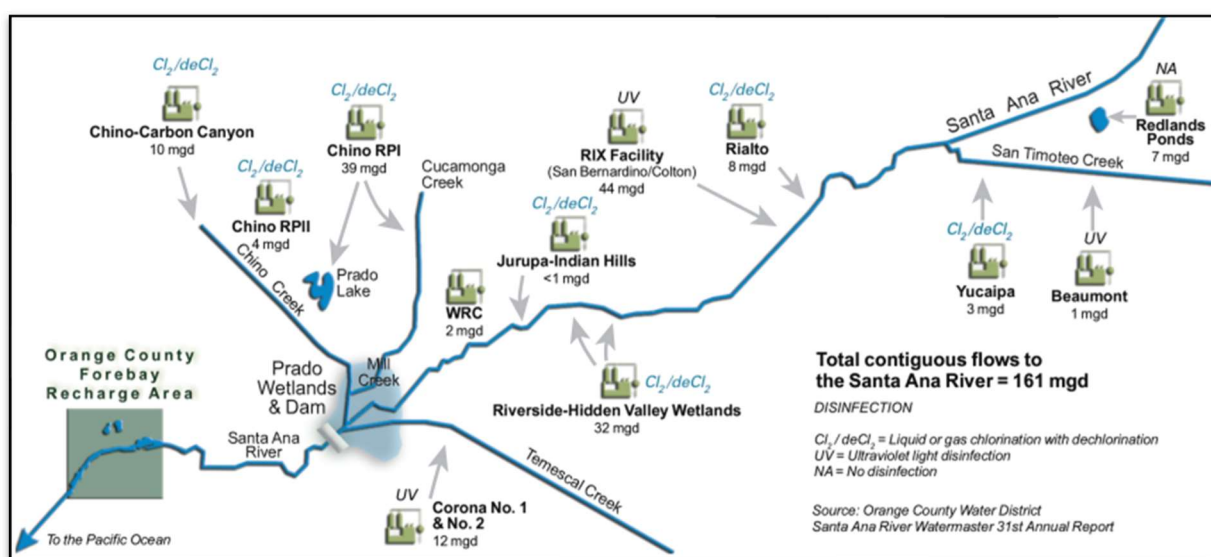


Figure 6 - Wastewater Treatment Discharges to the Santa Ana River

How Much PFAS is Found in the General Population?

Because of their widespread use and their persistence in the environment, many PFAS are found in the blood of people and animals all over the world.³⁴ CDC scientists have measured PFAS in the blood serum (the clear portion of blood) of 98% of participants

³⁰ "Per- and Polyfluoroalkyl Substances (PFAS), What are PFAS?" SWRCB, accessed May 21, 2026, https://www.waterboards.ca.gov/santaana/water_issues/programs/pfas/.

³¹ "UCI PFAS Health Study," University of California, Irvine, accessed May 12, 2026, <https://sites.uci.edu/pfas/>.

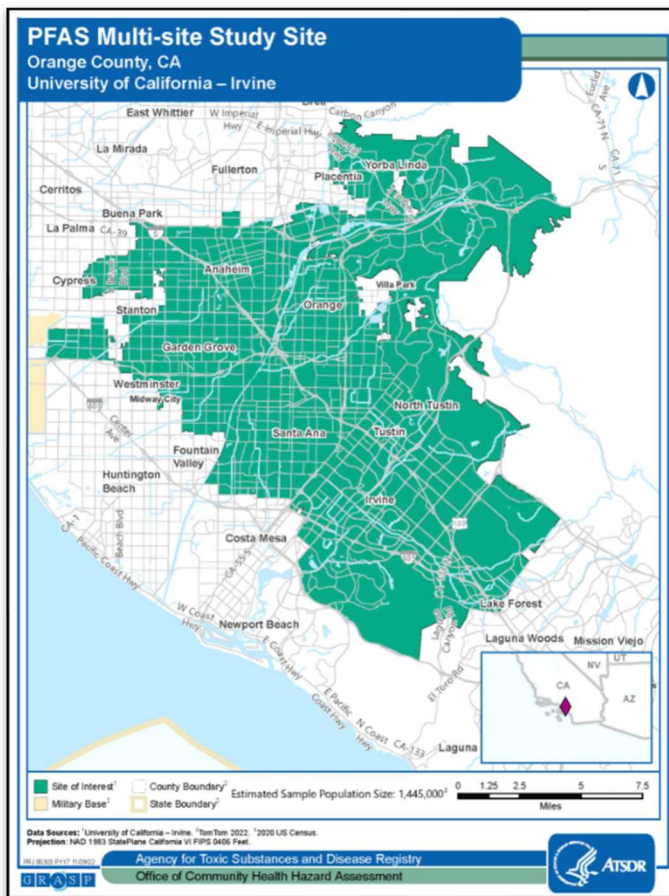
³² National Water Research Institute, *Report of the Scientific Advisory Panel: Orange County Water District's Santa Ana River Water Quality and Health Study*, Fountain Valley, CA, 2004, accessed April 14, 2026, <https://www.ocwd.com/wp-content/uploads/sarwqh-final-nwri-panel-report-2004.pdf>.

³³ Russ Detwiler, *Reconstructing historical PFAS concentrations in groundwater using a reduced-order modeling framework*. Albuquerque NM, InterPore2025, May 20, 2025, accessed April 16, 2026, <https://events.interpore.org/event/56/contributions/7590/>.

³⁴ "PFAS Explained," EPA.

aged 12 years and older since 1999, indicating widespread exposure to PFAS in the US population.³⁵

Researchers at the University of California, Irvine (UCI) are participating in the CDC Multi-site Study (MSS).³⁶ The MSS provides information to communities about the health effects of exposure to PFAS. The UCI MSS site is the area in Orange County, shown at Figure 7.



Source: CDC

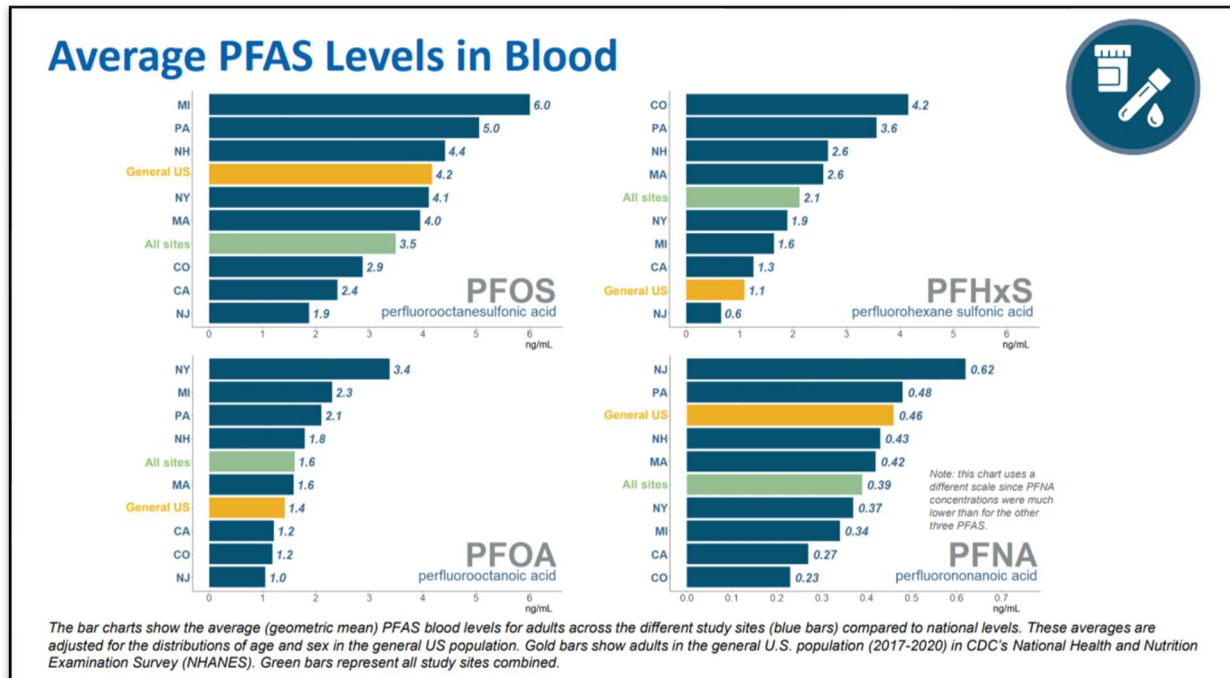
Figure 7 - CDC Multi-site Study Site Orange County, CA

At the July 2025 MSS update, the UCI researchers shared results showing average levels of certain PFAS chemicals in the blood of adults who participated at the Orange County study site. They compared Orange County results with other study locations and with national averages. For adults at the Orange County site, the average blood levels were estimated to be 2.4 for PFOS, 1.2 for PFOA, 1.3 for PFHxS, and 0.27 for PFNA (measured in nanograms per milliliter, ng/L) These levels were lower than the averages seen across all study sites. In addition, all of these levels, except PFHxS, were lower than the average levels found in the general U.S. population. See Figure 8 for the UCI MSS chart of Average PFAS Levels in Blood.³⁷ On the chart, the Orange County study site is labeled “CA.” Orange County is the only California location included in the study.

³⁵ “PFAS Frequently Asked Questions,” SWRCB, 5, [8] CDC, “National Report on Human Exposure to Environmental Chemicals,” 2019, accessed April 23, 2026, https://www.waterboards.ca.gov/pfas/docs/master_pfas_faq_mar.pdf.

³⁶ “Multi-site Study,” CDC, Agency for Toxic Substances and Disease Registry (ATSDR), Per- and Polyfluoroalkyl Substances (PFAS) and Your Health, accessed April 16, 2026, <https://www.atsdr.cdc.gov/pfas/health-studies/multi-site-study.html>.

³⁷ “PFAS Multi-site Study (MSS), Virtual Open House,” CDC, ATSDR, July 28, 2025, accessed April 16, 2026, <https://www.atsdr.cdc.gov/media/pdfs/2025/08/Open-House-Slides-508.pdf>.



Source: CDC

Figure 8 - Average PFAS Levels in Blood, CDC Multi-site Study Virtual Open House, July 2025

Because of the phasing out of certain PFAS compounds, serum levels of PFOA and PFOS in the general population of the US have decreased dramatically in recent years. According to the CDC, blood levels of both PFOS and PFOA have steadily decreased in US residents since 1999-2000.³⁸

The half-life of PFAS in the human body is defined as the time required for the PFAS concentrations in serum or plasma to fall by half from the starting concentration.³⁹ Thirteen studies conducted mainly in Europe and the US involving both general populations and exposed workers resulted in half-life estimates for PFOA of 2.73 years (range: 1.48 to 5.1 years), 4.70 years for PFOS (range: 1.69 to 5.7 years), and 5.31 years for PFHxS (range: 2.84 to 8.5 years).⁴⁰ Based on that information, with no additional exposure, it could be anticipated that PFAS may be cleared from the body after an average of five years. However, PFAS exposures continue in general

³⁸ "Per- and Polyfluoroalkyl Substances (PFAS) and Your Health, Fast Facts: PFAS in the U.S. Population," CDC, ATSDR, <https://www.atsdr.cdc.gov/pfas/data-research/facts-stats/index.html>.

³⁹ Isabella Rosato, et al. "Estimation of per- and polyfluoroalkyl substances (PFAS) half-lives in human studies: a systematic review and meta-analysis," *Environmental Research*, Volume 242, February 1, 2024, 117743, accessed April 13, 2026, <https://www.sciencedirect.com/science/article/pii/S0013935123025471>.

⁴⁰ Isabella Rosato, et al. "Estimation of per- and polyfluoroalkyl substances (PFAS) half-lives."

populations primarily through food and water despite production phase outs and regulatory interventions.

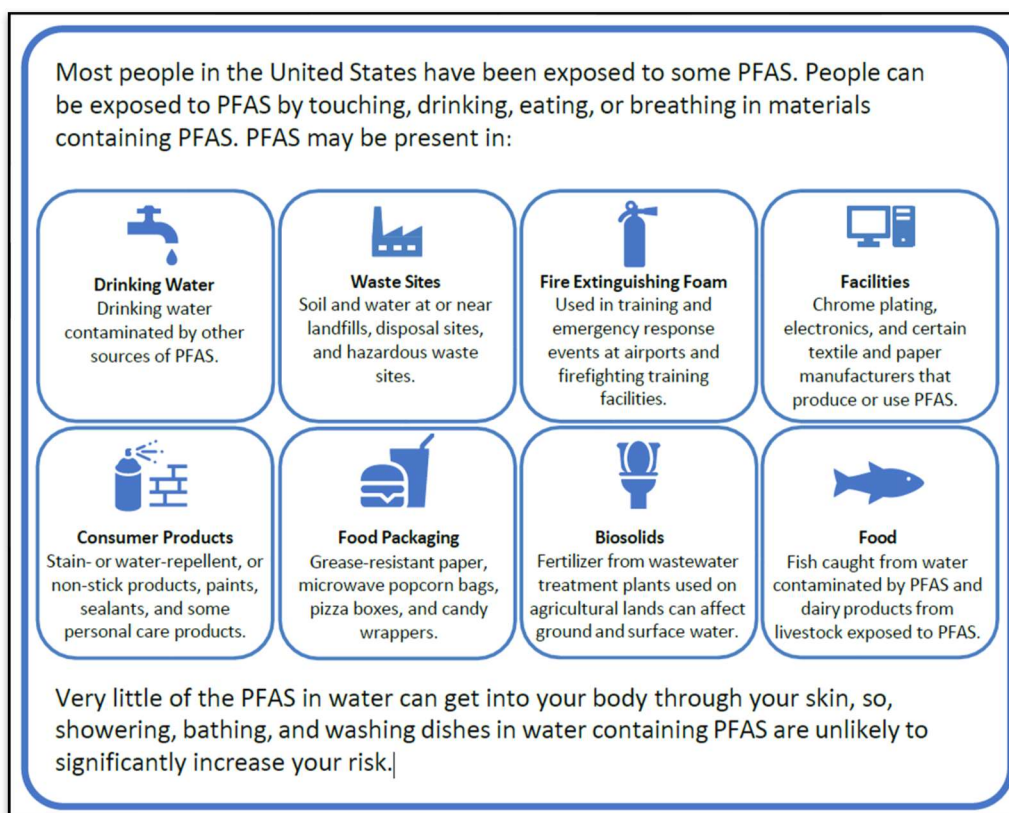
How Are People Exposed to PFAS?

There is general agreement that dietary intake is the largest source of PFAS exposure rather than inhalation or dermal contact.⁴¹ Direct exposures due to use in products can be quickly phased out by production phaseouts but exposures driven by PFAS accumulation in the environment, food chains, and contamination of groundwater and drinking water persist because of the continuing PFAS cycle. Human exposures to PFOS and PFOA, the two PFAS that are of greatest regulatory concern, have been declining due to regulatory interventions while understanding of their adverse effects on human health has been rapidly advancing. At the same time, a proliferation of new PFASs has rapidly replaced PFOS and PFOA with shorter chain length PFASs and new chemicals that are difficult to detect using standard methods.⁴² Emerging evidence from animal experiments suggests some of these alternative PFASs can be equally hazardous.⁴³

⁴¹ Sunderland, "A review of the pathways of human exposure," 136.

⁴² Sunderland, "A review of the pathways of human exposure," 132.

⁴³ Ibid.



Source: EPA

Figure 9 - How are people exposed to PFAS?⁴⁴

PFAS Exposure and Excretion

Exposure happens when a person breathes, eats, drinks, or touches a chemical and it enters their body. Excretion is the process whereby substances, like PFAS, leave the body. All PFAS can leave the body over time through urine, through menstrual blood or blood donation, or through breast milk. All of these factors could affect PFAS levels measured in blood.⁴⁵ While PFAS blood test results can tell you the amount of certain PFAS in your blood, the test results will not provide information to pinpoint a health problem and will not predict future health outcomes. You can talk with your healthcare provider about the benefits and limitations of PFAS blood testing.⁴⁶

⁴⁴ "PFAS Explained," EPA, 2, March 11, 2026, <https://www.epa.gov/system/files/documents/2023-10/final-virtual-pfas-explainer-508.pdf>.

⁴⁵ "Per- and Polyfluoralkyl Substances (PFAS) and Your Health, Preventing PFAS Exposure," CDC, ATSDR, accessed April 16, 2026, <https://www.atsdr.cdc.gov/pfas/prevent-exposure/your-body.html>.

⁴⁶ "Per- and Polyfluoralkyl Substances (PFAS) and Your Health, Testing for PFAS," CDC, ATSDR, accessed April 17, 2026, <https://www.atsdr.cdc.gov/pfas/blood-testing/index.html>.

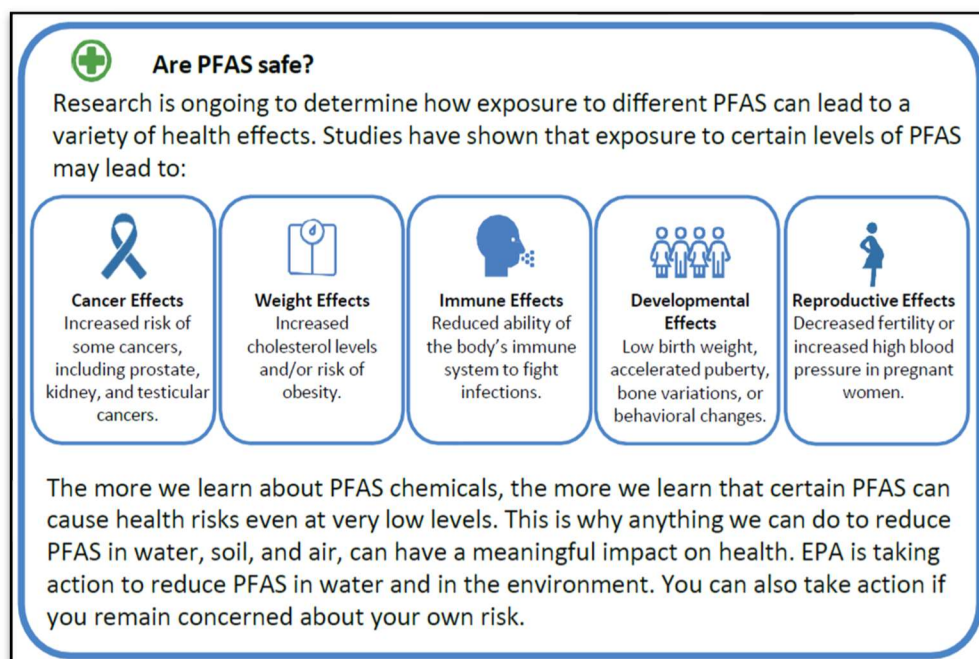
What are the Health Effects of Exposure?

Exposure to unsafe levels of PFOA/PFOS may result in adverse health effects including developmental effects to fetuses during pregnancy, cancer, liver effects, immune effects, thyroid effects, and other effects such as cholesterol changes.⁴⁷

Laboratory studies in animals who were exposed to PFAS found links between the chemicals and increased cholesterol, changes in the body's hormones, alterations of the immunologic system, decreased fertility, increased risk of cancer (especially kidney and testicular), low birth weight, delayed puberty onset, and birth defects. Since humans and animals react differently to PFAS, not all effects observed in animals may occur in humans. Although many epidemiology studies have examined the potential of PFAS to result in adverse health effects, most of the studies are cross-sectional in design and do not establish causality. Based on several factors outlined in the report of PFAS by the CDC including the consistency of findings across studies, the available epidemiology studies suggest associations between PFAS exposure and several health outcomes in humans.⁴⁸

⁴⁷ "PFAS Frequently Asked Questions," SWRCB, 5, [6] A. M. Calafat, L.-Y. Wong, Z. Kuklennyik, J. A. Reidy, and L. L. Needham, "Polyfluoroalkyl Chemicals in the US Population: Data from the National Health and Nutrition Examination Survey (NHANES) 2003–2004 and Comparisons with NHANES 1999–2000," *Environ. Health Perspect.*, vol. 115, no. 11, pp. 1596 - 1602, Nov. 2007, https://www.waterboards.ca.gov/pfas/docs/master_pfas_faq_mar.pdf.

⁴⁸ "PFAS Frequently Asked Questions," SWRCB, 8, [1] ATSDR, "Toxicological Profile for Perfluoroalkyls, Draft for Public Comment," 2018, https://www.waterboards.ca.gov/pfas/docs/master_pfas_faq_mar.pdf.



Source: EPA

Figure 10 - Are PFAS Safe?⁴⁹

PFAS Regulatory Requirements

Public drinking water systems are required to follow certain regulations to ensure that the water they serve to their customers is safe to drink.⁵⁰

In recent years, specific regulations have been issued to address PFAS contamination that require monitoring and taking actions when PFAS is detected in drinking water sources. The following sections present PFAS regulations in the order they were issued by the EPA and California State Water Resources Control Board (SWRCB).

PFAS Monitoring Requirements

Monitoring refers to the collection and evaluation of data for contaminants that are suspected of being present in water. Samples are collected and analyzed according to EPA-approved laboratory methods. Monitoring results are reported to either the EPA or SWRCB. This data serves as a primary source of occurrence and exposure information used to develop regulatory decisions.

OCWD conducts all sampling and analyses and reporting of monitoring results to regulatory agencies on behalf of its member agencies. OCWD owns and operates its

⁴⁹ "PFAS Explained," EPA, 1, accessed March 11, 2026, <https://www.epa.gov/system/files/documents/2023-10/final-virtual-pfas-explainer-508.pdf>.

⁵⁰ "Drinking Water Standards and Regulations: An Overview," CDC, accessed May 21, 2026, <https://www.cdc.gov/drinking-water/about/drinking-water-standards-and-regulations-an-overview.html>.

own EPA-certified laboratory where it can use analytical methods approved by the EPA. MWDOC member agencies conduct monitoring activities using either their own staff or contractors to collect samples, which are delivered to EPA-certified laboratories for analyses. Laboratories report the results of their analyses to each MWDOC water retailer, who then reports the results to either the EPA or SWRCB.

EPA Unregulated Contaminant Monitoring Rule

EPA uses the Unregulated Contaminant Monitoring Rule (UCMR) to collect data every five years for no more than 30 priority contaminants that are suspected to be present in drinking water and do not have health-based standards set under the Safe Drinking Water Act (SDWA).⁵¹ The UCMR applies to all large public water systems (PWSs) serving greater than 10,000 people, all small PWSs serving between 3,300 and 10,000 people, and a representative sample of small PWSs serving fewer than 3,300 people.

EPA establishes the list of contaminants for each five-year UCMR cycle, considering an initial list of contaminants that are not regulated by the National Primary Drinking Water Regulations, are known or anticipated to occur at PWSs, and may warrant regulation under the SDWA.⁵²

The SDWA Public Notification Rule ensures that consumers will receive notice if there is a risk to public health from their drinking water. The Public Notification Rule requires that all PWSs notify their customers of the availability of UCMR results no later than 12-months after results are known. CWS are required to report UCMR results in their Consumer Confidence Report (CCR) when unregulated contaminants are detected. The annual drinking water quality report must include notice of availability of unregulated contaminant monitoring results, the average of the year's results and the range of detections.⁵³

The Grand Jury obtained UCMR monitoring data for all sampling and analyses conducted to fulfill UCMR requirements for its member agencies. The highest PFAS detections for all OCWD sources during the UCMR 3 and UCMR 5 monitoring cycles are shown at Figure 11.

⁵¹ "Summary of the Safe Drinking Water Act," EPA.

⁵² "Learn About the Unregulated Contaminant Monitoring Rule," EPA, accessed April 7, 2026, <https://www.epa.gov/dwucmr/learn-about-unregulated-contaminant-monitoring-rule>.

⁵³ "Public Notification Rule," EPA, accessed April 7, 2026, <https://www.epa.gov/dwreginfo/public-notification-rule#rule-summary>.

EPA UCMR	Number of PFAS on UCMR Contaminants List	Maximum PFAS Detection Among all OCWD Sources
2012-2016 UCMR 3	6 PFAS Figure 20, Appendix A	70 ng/L
2022-2026 UCMR 5	29 PFAS Figure 21, Appendix A	29 ng/L

Source: Compiled from OCWD data

Figure 11 - Highest PFAS Detections Among All OCWD Sources During UCMR 3 and UCMR 5 Monitoring Cycles

California State Water Resources Control Board PFAS General Monitoring Orders

Beginning in 2020, the SWRCB Division of Drinking Water, based on review of monitoring results from its 2019 PFAS monitoring orders, determined that it was necessary to expand monitoring to groundwater sources located within the vicinity of the PFAS detections. Several PFAS general monitoring orders were issued to PWSs 2020, 2021, 2022, and 2025 that included Orange County groundwater well locations.⁵⁴

Each of the SWRCB PFAS monitoring orders included requirements for sample collection and laboratory analysis by specific dates, to be followed by monitoring conducted every calendar quarter thereafter.⁵⁵ These PFAS monitoring orders established Consumer Confidence Report Detection Levels (CCRD), and Notification and Response Levels for each PFAS chemical to be monitored. A list of the SWRCB PFAS monitoring orders and exhibits identifying groundwater sources required to be monitored are shown at Appendix A, as well as copies of the CCRDL for each monitoring order.

The Grand Jury obtained monitoring data for all sampling and analyses conducted to fulfill SWRCB monitoring order requirements for sources listed in the monitoring orders that are owned by their member agencies. The highest PFAS detections for all these OCWD sources are shown at Figure 12.

⁵⁴ "PFAS DDW General Orders," SWRCB, accessed May 21, 2026, https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/pfas_ddw_general_order/.

⁵⁵ Ibid.

SWRCB Order	Number of PFAS on Order CCRDL	Selected Monitoring Date Range	Maximum PFAS Detection Among All OCWD Sources Listed on Order Exhibit A
2020-0003-DDW	18 PFAS Figure 23, Appendix A	8/27/20 - 2/15/21	67.5 ng/L
2021-0003-DDW	18 PFAS Figure 24, Appendix A	2/16/21 - 10/30/22	470 ng/L ²
2022-0001-DDW	25 PFAS Figure 25, Appendix A	10/31/22 - 4/24/24	169 ng/L ³
2025-0002-DDW	25 PFAS Figure 26, Appendix A	4/25/24 - 3/19/26 ¹	73.7 ng/L

¹OCWD monitoring data as of March 19, 2026
²Outlier result. Next maximum PFAS result 88 ng/L
³Outlier result. Next maximum PFAS result 73.7 ng/L

Source: Compiled from OCWD data

Figure 12 - Highest PFAS Detections Among All OCWD Sources Listed on Each SWRCB Monitoring Order Exhibit A

2025 SWRCB General Order DW 2025-0002-DDW

The 2025 SWRCB General Order, issued on December 12, 2025, adopted the initial monitoring requirements in the federal PFAS Rule for each California CWS and non-transient, non-community water system. The 2025 SWRCB Order allows previously acquired data to count toward initial monitoring if collected on or after January 1, 2019, and reported concentrations no greater than the respective MCL.⁵⁶

The 2025 SWRCB General Order also included a list of Orange County groundwater sources showing that 151 of the 198 listed sources had completed initial monitoring as required by the federal PFAS Rule.⁵⁷

PFAS Notification and Response Requirements

Notification and response levels are health-based advisory levels established by the SWRCB Division of Drinking Water (DDW) for chemicals in drinking water that do not have established MCLs.

When chemicals are found in drinking water at concentrations greater than their notification levels, PWSs are required by law to make specific notifications. When

⁵⁶ "ORDER DW 2025-0002-DDW," SWRCB, accessed May 21, 2026, https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/pfas_ddw_general_order/docs/order-dw-2025-0002-ddw-pfas-initial-monitoring.pdf.

⁵⁷ "Exhibit A – List of Sources and Required Monitoring Frequency," SWRCB, accessed May 21, 2026, https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.waterboards.ca.gov%2Fdrinking_water%2Fcertlic%2Fdrinkingwater%2Fpfas_ddw_general_order%2Fdocs%2Forder-dw-2025-0002-ddw-exhibit-a.xlsx&wdOrigin=BROWSELINK.

chemicals are found in drinking water at concentrations greater than their response levels, DDW recommends removal of a drinking water source from service.⁵⁸

PFAS notification and response levels specified in CCRDLs attached to SWRCB general monitoring orders remain in effect until MCLs are established and become effective. For example, MCLs for specific PFAS will become effective in 2029, and at that time will supersede notification and response levels specified the 2022 CCRDL.

PFAS National Primary Drinking Water Regulation

In April 2024 EPA announced the final National Primary Drinking Water Regulation for six PFAS (the federal PFAS Rule).⁵⁹ The PFAS Rule applies to all CWS. The EPA expects that over many years this rule will prevent PFAS exposure in drinking for approximately 100 million people, prevent thousands of deaths, and reduce tens of thousands of serious PFAS-attributable illnesses.⁶⁰

The PFAS Rule establishes initial monitoring and compliance monitoring requirements, and enforceable maximum contaminant levels (MCL) for six PFAS in drinking water. Initial monitoring for six listed PFAS must be implemented beginning April 2024 and must be completed no later than April 26, 2027. Compliance monitoring requirements beginning April 26, 2027, will be either triennial, annual, or quarterly as determined by the SWRCB based on results of the initial monitoring.

Maximum Contaminant Level (MCL) is the highest level of a contaminant allowed in drinking water. EPA has established legally enforceable MCLs of 4.0 parts per trillion (ppt) for PFOA and PFOS, and 10.0 ppt for PFHxS, PFNA, and HFPO-DA (GenX chemicals). Figure 13 shows the MCLs and MCLG effective April 26, 2029.

Ensuring compliance with drinking water MCLs for the PFAS of most concern is the reason over \$600 million (see Figure 17) is being spent to construct PFAS treatment facilities in Orange County.

⁵⁸ "Drinking Water Notification Levels," SWRCB, accessed May 21, 2026, https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/NotificationLevels.html.

⁵⁹ "Per- and Polyfluoroalkyl Substances (PFAS), Final PFAS National Primary Drinking Water Regulation," EPA, accessed May 21, 2026, <https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas>.

⁶⁰ Ibid.

Chemical	Maximum Contaminant Level Goal (MCLG)	Maximum Contaminant Level (MCL)
PFOA	0	4.0 ppt
PFOS	0	4.0 ppt
PFNA	10 ppt	10 ppt
PFHxS	10 ppt	10 ppt
HFPO-DA (GenX chemicals)	10 ppt	10 ppt
Mixture of two or more: PFNA, PFHxS, HFPO-DA, and PFBS	Hazard Index of 1	Hazard Index of 1
Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety and are non-enforceable public health goals. Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to MCLGs as feasible using the best available treatment technology and taking cost into consideration. MCLs are enforceable standards. ppt: parts per trillion		
Hazard Index (HI): The Hazard Index is a long-established approach that EPA regularly uses to understand health risk from a chemical mixture (i.e., exposure to multiple chemicals). The HI is made up of a sum of fractions. Each fraction compares the level of each PFAS measured in the water to the health-based water concentration.		

Source: EPA

Figure 13 - PFAS Rule Enforceable Maximum Contaminant Levels and Maximum Contaminant Level Goals⁶¹

In addition to ongoing compliance monitoring and MCLs, the PFAS Rule also includes additional requirements with future effective dates. Between April 2027 and April 2029, if monitoring shows that drinking water levels exceed MCLs, CWS must implement solutions that reduce these PFAS; results of initial monitoring must be included in the CCR; results of compliance monitoring must be included in the CCR; and public notification is required for monitoring and testing violations. Starting April 2029, CWS that have MCL violations must take action to reduce levels of these PFAS in their drinking water, and public notification is required for MCL violations.

Compliance with Regulatory Requirements

Consumer Confidence Reports

The Grand Jury reviewed the 2025 Consumer Confidence Reports (Water Quality Reports) issued by 31 water retailers serving Orange County. The CCR is to be delivered to all billing customers by July 1 of each year and must include specified information. All 31 water retailers complied with the eight content requirements specified by the EPA, shown in Appendix B.⁶² Seven of the 11 water retailers operating PFAS

⁶¹ "PFAS National Primary Drinking Water Regulation, April 2024," EPA, accessed May 12, 2026, https://www.epa.gov/system/files/documents/2024-04/pfas-npdwr_fact-sheet_general_4.9.24v1.pdf.

⁶² "Consumer Confidence Report Rule: A Quick Reference Guide," EPA, accessed April 18, 2026, https://www.epa.gov/sites/default/files/2014-05/documents/guide_qrg_ccr_2011.pdf.

treatment facilities in Orange County included a PFAS advisory section in their CCRs, while only 55 percent of the 31 water retailers included any PFAS advisory statement.

The Grand Jury found that the 31 Orange County water retailers reported either “not detected” results or concentrations below notification thresholds for the six PFAS listed in the EPA PFAS Rule on their 2025 CCRs. After PFAS treatment facilities became operational, OCWD member retailers operating these facilities consistently reported “not detected” results for the same six PFAS. The Grand Jury found that PFAS results from individual wells do not necessarily reflect the quality of water delivered to customers, as some tested wells were later placed into inactive status or destroyed. CCRs documented PFAS constituents exceeding notification levels as required and did not report “not detected” results for those constituents. Monitoring results and CCRs are available in the Safe Drinking Water Information System (SDWIS), California’s official database for tracking public water systems, drinking water quality monitoring, regulatory compliance, and enforcement.⁶³

Notification and Response

As of 2020, drinking water retailers with PFAS detections above notification and response levels at wells without PFAS treatment facilities began to rely on imported water, or groundwater blended with imported water to deliver drinking water with PFAS concentrations below notification and response levels. As of 2021, multiple water retailers in Orange County shut down groundwater wells after PFAS concentrations at those wells exceeded established response levels.⁶⁴

PFAS Rule Initial Monitoring

When the 2025 SWRCB General Order adopting the PFAS National Primary Drinking Water Regulation was issued in December 2025, 76% of listed Orange County groundwater sources had already completed initial monitoring required to be completed by April 2027. Most of the remaining Orange County sources received credit for previously acquired data, leaving only 6% with all requirements to be completed by April 2027.

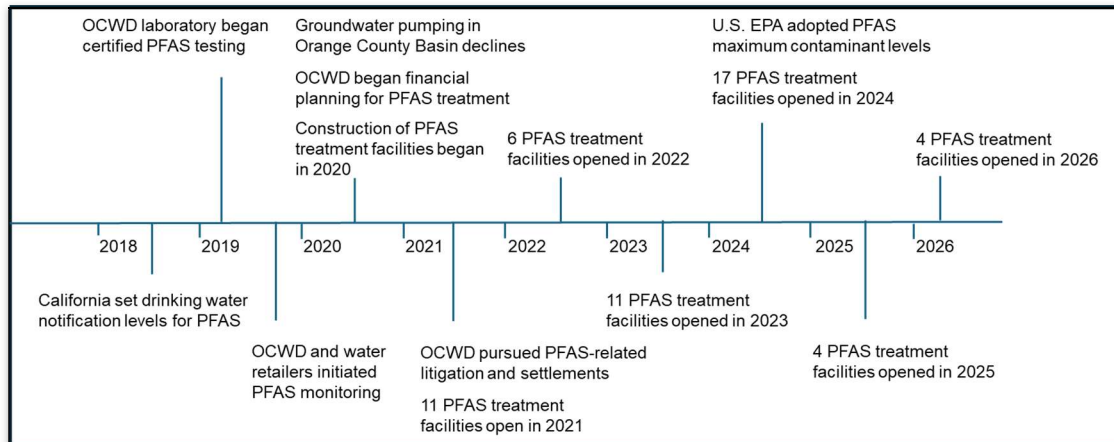
⁶³ “Drinking Water Watch,” SWRCB, Division of Drinking Water, Safe Drinking Water Information System (SDWIS), accessed April 26, 2026, <https://sdwis.waterboards.ca.gov/PDWWW/>.

⁶⁴ “Orange County launches first water plant to remove PFAS toxins,” Solano Public Health, accessed April 29, 2026, <https://publichealth.networkofcare.org/solano/CommunityResources/News/Article?articleId=124536>.

Proactive Response to PFAS Impacts

PFAS Impacts and OCWD Response

OCWD coordinated a regional response to PFAS contamination in partnership with its member agencies. These efforts focus on restoring the groundwater basin, which supplies up to 85 percent of the water used by approximately 2.5 million residents in north and central Orange County. A timeline of OCWD response to PFAS in the Orange County Groundwater Basin is shown in Figure 14. As PFAS-impacted groundwater wells began to be shut down in early 2020, public education became a critical component of community water systems' response. OCWD dedicated resources to public outreach, including the development of informational web pages to inform the public about PFAS impacts and the measures being implemented to address them.⁶⁵



Source: Compiled from multiple OCWD sources

Figure 14 - Timeline of OCWD Response to PFAS in the Santa Ana River Basin

PFAS contamination has impacted more than 100 groundwater wells across 15 water retailers. As of this report, 53 wells have returned to service following construction of treatment facilities. Figure 15 shows a map of current and future PFAS treatment locations in Orange County.

⁶⁵ "PFAS education center," Orange County Water District, accessed April 8, 2026, <https://www.ocwd.com/what-we-do/water-quality/pfas/>.

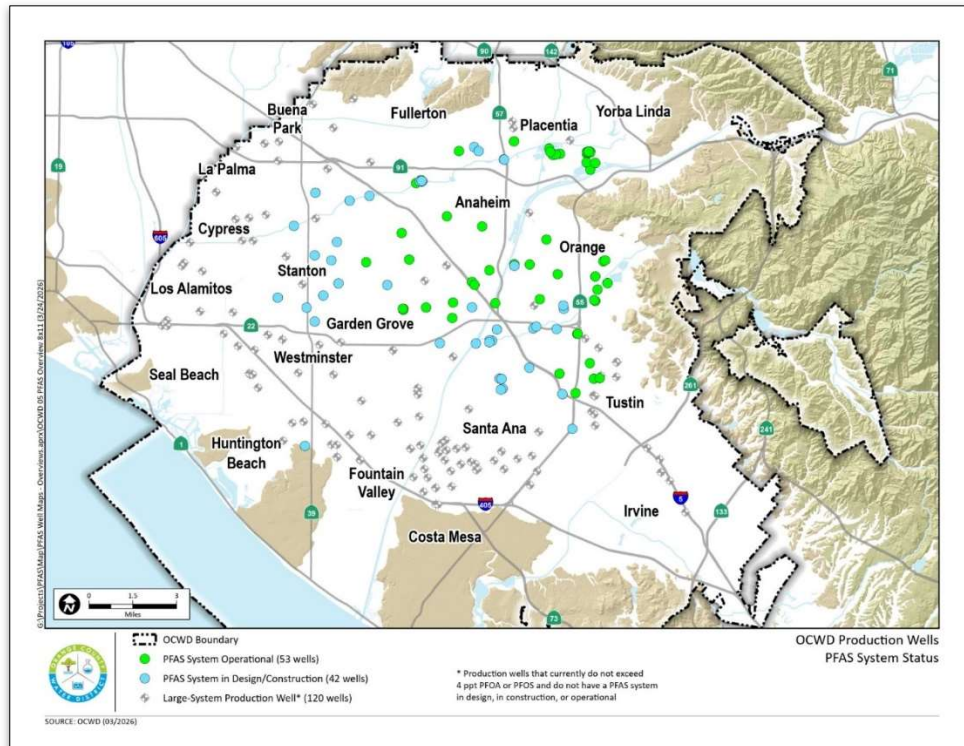
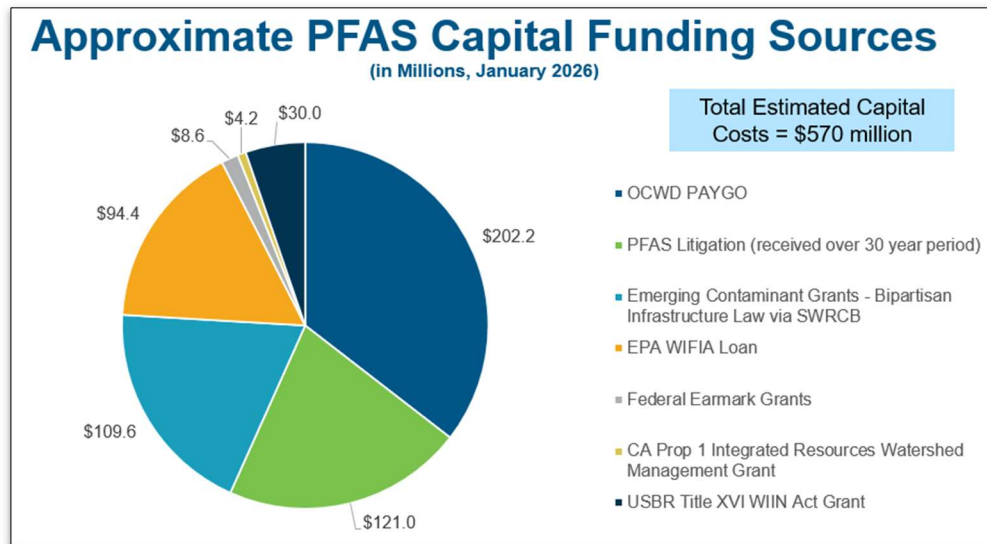


Figure 15 - Map of Current and Future PFAS Treatment Locations

PFAS Treatment Facilities and Capital Costs

Construction of PFAS treatment facilities began in 2020. OCWD executed the PFAS Treatment Facilities and Program Agreement, under which OCWD funds capital costs and shares operating and maintenance (O&M) costs with participating water retailers.

Figure 16 summarizes projected PFAS capital funding sources as of January 2026, including OCWD pay-as-you-go (PAYGO) revenue, state and federal grants, an EPA Water Infrastructure Finance and Innovation Act (WIFIA) loan, and litigation settlement proceeds. The Grand Jury commends OCWD for securing diversified funding sources to advance timely treatment facility construction.



Source: OCWD data

Figure 16 - Approximate PFAS Capital Funding Sources

Figure 17 summarizes PFAS treatment facilities by water retailer, opening date, treatment technology, capacity, location, connections, number of wells, and capital costs. Facilities began entering service in mid-2021, starting with a treatment plant in Fullerton, with additional facilities becoming operational over time. Most facilities use ion exchange technology. Capital costs vary based on the number of affected wells, conveyance pipeline requirements, and treatment facility configuration.

OCWD is funding the reasonable costs of designing and constructing PFAS treatment facilities for its member water retailers. Each retailer could either have OCWD design and build the treatment facility or receive reimbursement for designing and constructing the treatment system independently. As of this report, 38 wells with PFAS treatment were built by OCWD and fifteen wells with PFAS treatment were designed and built by the water retailers.

Eighteen wells with PFAS treatment construction projects by OCWD have been completed on schedule. Ten wells with PFAS treatment projects, which were built by OCWD, were completed on schedule; however, OCWD experienced cost overruns due to specialized design requirements or owner-requested improvements. An additional 10 wells with PFAS treatment projects that were done by OCWD were completed late and over budget, primarily due to pandemic-related material delays, design complexity, owner-requested improvements, and utility coordination challenges.

Community Water System	Opening Date	Type	Capacity	Location	Connections	Wells	Total Cost (\$M)	Actual-to Date (\$M)	Remaining Budget (\$M)
City of Anaheim	Sep-2024	Ion Exchange	51,000 gal/min	Nine (9) PFAS treatment facilities at Linda Vista, Katella Ave., Santa Cruz, Energy Field, Brookhurst, Willow Park, Downtown, Boysen Park, and La Palma	64,000	14	\$117.1	\$117.1	\$0.0
	Dec-2028	Ion Exchange	8,000 gal/min	Wells 48 & 53		2	\$16.0	\$0.8	\$15.3
	Dec-2028	Ion Exchange	8,000 gal/min	Wells 39 & 47		2	\$16.0	\$0.9	\$15.1
	Dec-2029	Ion Exchange	TBD	Well 51		1	\$7.0	\$0.0	\$7.0
City of Buena Park	Jun-2026	Packer	2,200 gal/min	Linden Well - Install Packer to reduce flow from PFAS zone(s) in the well - not treatment.		1	\$0.6	\$0.1	\$0.6
City of Fullerton	Jun-2021	Ion Exchange	2,400 gal/min	Kimberly Well 1A	32,000	1	\$5.3	\$4.1	\$1.3
	Dec-2023	Granular Activated Carbon (GAC)	5,000 gal/min	Main Plant 3A		1	\$13.7	\$13.7	\$0.0
	Dec-2026	Granular Activated Carbon (GAC)	4,000 gal/min	Main Plant Wells 5,6,7,8		4	\$12.5	\$2.6	\$9.9
	Jun-2027	Ion Exchange	4,400 gal/min	Kimberly Well 2		1	\$10.9	\$4.3	\$6.6
	Dec-2029	Ion Exchange	1,600 gal/min	Sunclipse Well 10 - Pipeline for Treatment at Kimberly 2 Plant Well 15 - New Well Site Needed		2	\$15.3	\$0.0	\$15.3
City of Garden Grove	Jun-2023	Ion Exchange	17,600 gal/min	Wells 21, 23, 28, 29, 30, 31	34,300	6	\$24.3	\$24.3	\$0.0
	Dec-2026	Ion Exchange	2,000 gal/min	Well 19		1	\$6.5	\$1.9	\$4.7
	Dec-2028	Ion Exchange	13,590 gal/min	Wells 22, 26, and 27		3	\$31.7	\$1.6	\$30.2
	Dec-2030	Ion Exchange	2,000 gal/min	Well 25		1	\$7.0	\$0.0	\$7.0
City of Huntington Beach	Dec-2029	Ion Exchange	3,000 gal/min	Well 3A		1	\$8.0	\$0.0	\$8.0
	Dec-2030	Ion Exchange	3,000 gal/min	Well 6		1	\$8.0	\$0.0	\$8.0
City of Orange	Sep-2022	Ion Exchange	8,420 gal/min	Wells 9, 19, 23, 24	36,000	4	\$10.0	\$9.9	\$0.1
	Apr-2026	Ion Exchange	7,940 gal/min	Wells 20, 21, 22		3	\$14.7	\$14.7	\$0.0
	Apr-2026	Ion Exchange	3,200 gal/min	Well 28		1	\$5.0	\$4.0	\$1.0
	Dec-2028	Ion Exchange	5,500 gal/min	Wells 25, 27		2	\$13.0	\$0.4	\$12.7
	Dec-2029	Ion Exchange	3,200 gal/min	Well 26		1	\$7.0	\$0.1	\$6.9
	Dec-2029	Ion Exchange	TBD	Well 29 - New Well Currently Being Drilled by City		1	\$6.0	\$1.0	\$5.0
	Dec-2029	Ion Exchange							
City of Santa Ana	May-2023	Ion Exchange	2,500 gal/min	Well 40	45,576	1	\$5.8	\$5.8	\$0.0
	Sep-2026	Ion Exchange	2,500 gal/min	Well 38		1	\$7.4	\$7.4	\$0.0
	Dec-2026	Ion Exchange	2,000 gal/min	Well 31		1	\$8.5	\$6.8	\$1.7
	Apr-2027	Ion Exchange	3,600 gal/min	Well 27&28		2	\$17.0	\$8.7	\$8.3
	May-2027	Ion Exchange	9,200 gal/min	Wells 27, 28, 31, 38, 40 at John Garthe Reservoir		5	\$31.4	\$0.0	\$31.4
	Dec-2029	Ion Exchange	12,400 gal/min	Wells 16, 29, 33, 41, 43(fut) at Walnut Reservoir		5	\$25.0	\$0.1	\$24.9
City of Tustin	May-2025	Ion Exchange	6,400 gal/min	Main Street and Prospect Avenue to remove PFAS from four (4) wells in Tustin	14,500	4	\$32.7	\$32.7	\$0.0
	Dec-2029	Ion Exchange	2,000 gal/min	Edinger Well		1	\$7.0	\$0.0	\$7.0
	Dec-2030	Ion Exchange	2,300 gal/min	17th St Wells (2 wells treated)		2	\$7.0	\$0.0	\$7.0
City of Westminster	Dec-2030	Ion Exchange	2,500 gal/min	WM-3 (New Well)		1	\$8.0	\$0.0	\$8.0
	Dec-2030	Ion Exchange	2,500 gal/min	WM-SC4 (New Well)		1	\$8.0	\$0.0	\$8.0
East Orange County Water District	Jun-2024	Ion Exchange	3,200 gal/min	Treatment for East and VanderWerff Wells	19,000	2	\$8.9	\$8.9	\$0.0
Golden State Water Company	Nov-2023	Ion Exchange	3,200 gal/min	Bradford and Fairhaven Plants	46,300	3	\$4.4	\$4.4	\$0.0
	Jul-2027	Ion Exchange	940 gal/min	Sherrill Plant		1	\$3.1	\$0.8	\$2.4
	Dec-2028	Ion Exchange	7,620 gal/min	La Jolla, Fern Plants		3	\$8.3	\$0.5	\$7.8
	Dec-2028	Ion Exchange	7,620 gal/min	Clair, Beach, and Dale Plants		4	\$12.8	\$0.9	\$11.9
	Dec-2030	Ion Exchange	2,500 gal/min	Lowden		1	\$8.0	\$0.0	\$8.0
	Dec-2030	Ion Exchange	2,500 gal/min	Orangewood		1	\$8.0	\$0.0	\$8.0
Irvine Ranch Water District	Oct-2024	Ion Exchange	3,200 gal/min	Orange Park Acres Well No. 1	125,000	1	\$7.2	\$7.2	\$0.0
Serrano Water District	Feb-2022	Ion Exchange	3,200 gal/min	Wells 3 and 5	5,659	2	\$6.0	\$6.0	\$0.0
Yorba Linda Water District	Dec-2021	Ion Exchange	13,200 gal/min	All ten (10) Yorba Linda wells	11,786	10	\$27.7	\$27.7	\$0.0
Note: \$M= Dollars in Millions						106	\$607.8	\$318.9	\$288.9

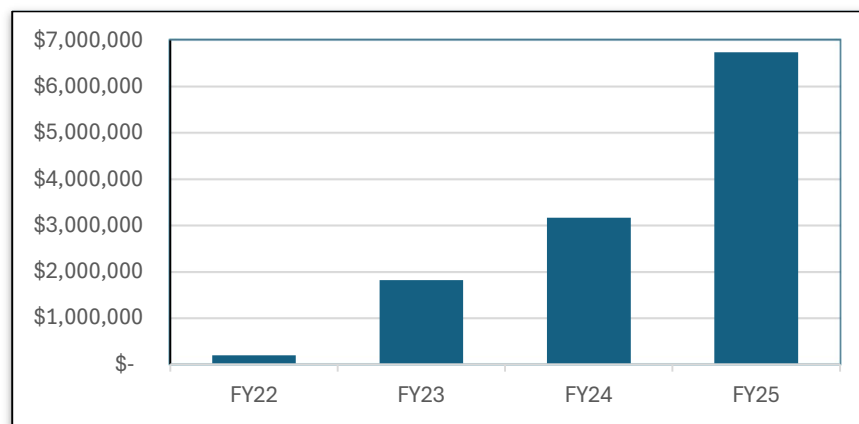
Source: Multiple OCWD and water retailer data

Figure 17 - Summary of PFAS Treatment Facilities

Operations and Maintenance Costs

Under the PFAS Treatment Facilities and Program Agreement, OCWD reimburses 50 percent of eligible operations and maintenance (O&M) costs incurred by participating water agencies. Eligible O&M costs include treatment media replacement, power and chemical costs, routine maintenance, repairs, staffing, compliance monitoring, regulatory compliance activities, additional pumping, waste disposal, sewer costs, and other necessary system maintenance expenses.

Actual PFAS treatment expenses (see Figure 18), which can be found in Annual Comprehensive Financial Reports (ACFRs),⁶⁶ varied primarily due to construction timing and the performance of ion exchange resin media. Specialized resins are a key element in PFAS treatment and help remove PFAS from water using electrostatics. Construction delays meant some treatment facilities were not operational as expected, resulting in lower O&M costs. In FY22 and FY23, initial resin media lasted longer than anticipated and reduced O&M costs. In contrast, FY25 experienced more resin changeouts than anticipated and higher O&M costs. Resin media life varies by treatment system and operating conditions, such as run time, cycling frequency, and production flow rates. OCWD is updating resin performance assumptions and changeout frequency estimates to improve future O&M forecasts.



Source: OCWD

Figure 18 – OCWD’s Share of PFAS Treatment Facility Annual O&M Cost

Program Status and Future Plans

The overall OCWD PFAS Treatment Systems Project currently includes 11 water retailers, with construction planned or underway for four additional retailers, expanding the program to 15. Fifty-three treatment systems are operational. Construction

⁶⁶ “Sound financial management,” Orange County Water District, accessed April 8, 2026, <https://www.ocwd.com/what-we-do/sound-financial-management/>.

continues on 20 additional systems, with design work underway for 24 more. Here is a list of PFAS projects in design or under construction as of May 2026:

- Golden State Water Company Wells SLON and SORG are still in planning. Well SSYC is in design and is anticipated to start construction in Fiscal Year 26/27.
- Tustin 17th Street Well is nearing the start of design.
- Huntington Beach Well 3A, Anaheim Wells 39 and 47, Tustin Edinger Well are all in the design phase and are anticipated to start construction in Fiscal Year 26/27.
- Buena Park Linden Well is currently in construction.

Figure 19 indicates the estimated average monthly cost of PFAS treatment to OCWD service area residents is \$1.42 per person. OCWD anticipates continued design and construction activity over several years.

Average PFAS Impact to OCWD Service Area Residents Over a 25 year period	
Total Capital Costs	\$570,000,000
State & Fed Grants	\$152,000,000
Litigation Proceeds	<u>\$121,000,000</u>
Net Capital Costs	\$297,000,000
Amortized Debt Costs	
	4.50% Interest Rate
	25 Years
	\$297,000,000 Amount
Annual Debt Payment	\$20,029,391
Estimated Annual O&M Cost	<u>\$22,000,000</u>
Total Annual Cost	\$42,029,391
Total Monthly Cost	\$3,502,449
OCWD Population from 19 Member Agencies	2,469,000 persons
Monthly cost per person	\$1.42

Source: OCWD

Figure 19 - PFAS Monthly Cost to OCWD Service Area Residents

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2025-2026 Orange County Grand Jury requires (or, as noted, requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described herein, the 2025-2026 Orange County Grand Jury has arrived at the following six principal findings:

- F1 Commercial and industrial chemical manufacturers are a major source of PFAS contamination. Settlement litigation funds are available for community water systems to make claims.
- F2 PFAS is widespread, and contamination has been detected in Orange County groundwater sources. Community water systems are required to report PFAS monitoring results in their annual Consumer Confidence Reports.
- F3 PFAS exposure is associated with potential adverse human health effects.
- F4 OCWD has taken a proactive leadership role in addressing PFAS in the Orange County Groundwater Basin, though PFAS treatment implementation varies across local cities and water districts.
- F5 Groundwater supplies must either be treated to remove PFAS or must be replaced with imported water supplies that are significantly more expensive than groundwater. Over \$500 million is being spent on construction, operations, and maintenance of PFAS treatment facilities in Orange County.
- F6 Orange County drinking water meets or exceeds state and federal standards and is safe for consumption without additional home filtration.
- F7 Research on newer PFAS compounds and long-term exposure effects is ongoing.
- F8 There are limited online PFAS education and outreach programs among Orange County water retailers. Most retailers rely on OCWD for PFAS education and outreach. PFAS advisories were included in approximately 55% of the Orange County water retailers' annual water quality reports in 2025.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2025-2026 Orange County Grand Jury requires (or, as noted, requests) responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described herein, the 2025-2026 Orange County Grand Jury makes the following recommendations:

- R1** By September 30, 2026, Orange County Water District (OCWD), in coordination with state and federal agencies, should pursue cost recovery efforts against PFAS manufacturers to offset treatment, monitoring, and long-term remediation costs incurred by local water agencies and ratepayers. [F1, F5]
- R2** By July 1, 2029, OCWD and its member agencies should monitor PFAS in groundwater and surface water sources and promptly implement PFAS treatment when response levels are exceeded. [F2, F4]
- R3** By September 30, 2026, OCWD, in collaboration with the Orange County Health Care Agency, should update public education and guidance continually as scientific understanding and regulatory standards evolve. [F3]
- R4** By July 1, 2029, all Orange County water retailers should consistently include a PFAS advisory, treatment facilities status, and compliance information in consumer confidence reports and on agency websites, using clear and understandable language for the public. [F2, F8]
- R5** By September 30, 2026, OCWD and all Orange County water retailers should enhance coordinated public education efforts to reassure their customers about drinking water safety. [F6, F8]
- R6** By September 30, 2026, OCWD should continuously monitor national and international PFAS research developments and incorporate new findings into future groundwater management, treatment planning, and regulatory compliance strategies. [F7]

COMMENDATIONS

Many Orange County water agencies have demonstrated exceptional leadership in addressing PFAS through large-scale treatment investments, rigorous monitoring, and public communication. Together, these agencies serve more than two million residents and have implemented some of the most advanced PFAS treatment systems in the nation. The following commendations recognize high-impact programs and measurable achievements across the region.

Orange County Water District (OCWD)

OCWD has implemented the largest PFAS treatment program in the United States, designing and constructing treatment systems for over 100 impacted wells across 15 cities and retail water districts, improving water quality for approximately 1.5 million people. OCWD secured a \$94M EPA Water Infrastructure Finance and Innovation Act (WIFIA) loan, \$152M in state and federal grant funding, and \$131M in PFAS manufacturers litigation settlement funds to support this effort, which includes the build-out of more than 30 PFAS treatment facilities.

The Grand Jury offers additional commendations to OCWD and its member agencies for their collaborative cost-sharing agreement. Under this arrangement, OCWD fully funds all PFAS facility design and construction capital expenditures. Ongoing operations and maintenance costs are then shared equally, with OCWD covering 50% and each participating water retailer contributing the remaining 50% for the PFAS treatment facilities they operate. This approach reflects progressive public-sector planning, demonstrating how agencies can work together to address complex and costly challenges. It also serves as a strong model for future government/private-sector cost-sharing agreements, illustrating how thoughtful collaboration can enhance efficiency and long-term public benefit.

Anaheim Water Utility

Anaheim has launched one of the largest municipal PFAS treatment programs in the country, a multi-phase, \$150M effort to construct treatment systems at nine groundwater sites. The utility serves 64,000 metered customers, historically relying on groundwater for 80% of its supply. PFAS treatment systems for Wells 39 and 47 are among the first in a series of facilities designed to restore local production while meeting stringent state and federal standards.

Yorba Linda Water District (YLWD)

YLWD operates the J. Wayne Miller, Ph.D. Water Treatment Plant, recognized as the nation's largest PFAS ion-exchange treatment facility. The plant serves approximately 80,000 customers and has delivered PFAS-free water for nearly three consecutive years. This facility allows YLWD to optimize its groundwater resources while proactively meeting evolving PFAS regulatory standards.

RESPONSES

The following excerpts from the California Penal Code provide the requirements for public agencies to respond to the Findings and Recommendations of this Grand Jury report:

§933

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

§933.05.

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons, therefore.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation, therefore.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

(Amended by Stats. 1997, Ch. 443, Sec. 5. Effective January 1, 1998.)

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code §933.05 are required from:

Orange County Board of Supervisors	90 Day Response Required
Findings:	F3
Recommendations:	R3
Orange County Water District Board of Directors	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6, F7, F8
Recommendations:	R1, R2, R3, R5, R6
Orange County Health Care Agency	90 Day Response Requested
Findings:	F3
Recommendations:	R3
City of Anaheim	90 Day Response Required
Findings:	F2, F4, F6, F8
Recommendations:	R2, R4, R5
City of Brea	90 Day Response Required
Findings:	F2, F6, F8
Recommendations:	R4, R5
City of Buena Park	90 Day Response Required
Findings:	F2, F4, F6, F8
Recommendations:	R2, R4, R5
City of Fountain Valley	90 Day Response Required
Findings:	F2, F4, F6, F8
Recommendations:	R2, R4, R5

City of Fullerton	90 Day Response Required
Findings:	F2, F4, F6, F8
Recommendations:	R2, R4, R5
City of Garden Grove	90 Day Response Required
Findings:	F2, F4, F6, F8
Recommendations:	R2, R4, R5
City of Huntington Beach	90 Day Response Required
Findings:	F2, F4, F6, F8
Recommendations:	R2, R4, R5
City of La Habra	90 Day Response Required
Findings:	F2, F6, F8
Recommendations:	R4, R5
City of La Palma	90 Day Response Required
Findings:	F2, F4, F6, F8
Recommendations:	R2, R4, R5
City of Newport Beach	90 Day Response Required
Findings:	F2, F4, F6, F8
Recommendations:	R2, R4, R5
City of Orange	90 Day Response Required
Findings:	F2, F4, F6, F8
Recommendations:	R2, R4, R5

City of San Clemente

Findings:

Recommendations:

90 Day Response Required

F2, F6, F8

R4, R5

City of Santa Ana

Findings:

Recommendations:

90 Day Response Required

F2, F4, F6, F8

R2, R4, R5

City of Seal Beach

Findings:

Recommendations:

90 Day Response Required

F2, F4, F6, F8

R2, R4, R5

City of Tustin

Findings:

Recommendations:

90 Day Response Required

F2, F4, F6, F8

R2, R4, R5

City of Westminster

Findings:

Recommendations:

90 Day Response Required

F2, F4, F6, F8

R2, R4, R5

East Orange County Water District

Findings:

Recommendations:

90 Day Response Required

F2, F4, F6, F8

R2, R4, R5

El Toro Water District

Findings:

Recommendations:

90 Day Response Required

F2, F6, F8

R4, R5

Emerald Bay Service District	90 Day Response Required
Findings:	F2, F6, F8
Recommendations:	R4, R5
Golden State Water Company	90 Day Response Required
Findings:	F2, F4, F6, F8
Recommendations:	R2, R4, R5
Irvine Ranch Water District	90 Day Response Required
Findings:	F2, F4, F6, F8
Recommendations:	R2, R4, R5
Laguna Beach County Water District	90 Day Response Required
Findings:	F2, F6, F8
Recommendations:	R4, R5
Mesa Water District	90 Day Response Required
Findings:	F2, F4, F6, F8
Recommendations:	R2, R4, R5
Moulton Niguel Water District	90 Day Response Required
Findings:	F2, F6, F8
Recommendations:	R4, R5
Santa Margarita Water District	90 Day Response Required
Findings:	F2, F6, F8
Recommendations:	R4, R5

Serrano Water District

Findings:

Recommendations:

90 Day Response Required

F2, F4, F6, F8

R2, R4, R5

South Coast Water District

Findings:

Recommendations:

90 Day Response Required

F2, F6, F8

R4, R5

Trabuco Canyon Water District

Findings:

Recommendations:

90 Day Response Required

F2, F6, F8

R4, R5

Yorba Linda Water District

Findings:

Recommendations:

90 Day Response Required

F2, F4, F6, F8

R2, R4, R5

Acronyms

ACFRS	Annual comprehensive financial reports
ADONA	Ammonium 4 8-dioxa-3h-perfluorononanoate
AFFF	Aqueous film forming foams used frequently at airports and military bases for firefighting and emergency response training activities
AL	Regulatory Action Level The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow
ATSDR	Agency for Toxic Substances and Disease Registry
CCR	Consumer Confidence Report
CCRD	Consumer Confidence Report Detection Levels
CDC	United States Centers for Disease Control and Prevention
CWS	Community Water System
DDW	Division of Drinking Water
DWR	Department of Water Resources
Effluent	Liquid waste from industrial facilities
EPA	US Environmental Protection Agency
FDA	Food and Drug Administration
GenX	Is a Chemours trademark name for a synthetic, short chain organofluorine chemical compound, the ammonium salt of hexafluoropropylene oxide dimer acid (HFPO-DA). It can also be used more informally to refer to the group of related fluorochemicals that are used to produce GenX.
GWRS	Ground water replacement system
HALF LIFE	Time required for a quantity to reduce to half of its original value
HFPO-DA	Hexafluoropropylene oxide dimer acid
MSS	Multi site study
MCL	Glossary of Terms Maximum Contaminant Level. The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as

	close to the public health goals and maximum contaminant level goals as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.
MCLG	Maximum Contaminant Level Goal. The level of a contaminant in drinking water below which there is no known or expected risk to health. The United States Environmental Protection Agency (USEPA) sets maximum contaminant level goals.
MRDL	Maximum Residual Disinfectant Level. The highest level of a disinfectant allowed in drinking water. There is convincing evidence that the addition of a disinfectant is necessary for control of microbial contaminants.
MRDLG	Maximum Residual Disinfectant Level Goal The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
MWD	Metropolitan Water District
MWDOC	Municipal Water District of Orange County
N/A	Not applicable
ND	Not detected
NHANES	National Health and Nutrition Examination Survey
NL	California Notification Level Non-regulatory, health-based advisory levels established by the State Board for contaminants in drinking water for which an MCL has not been established
NR	Not required to be tested; < = average is less than the detection limit for reporting purposes
NTU	Nephelometric turbidity units
OCWD	Orange County Water District
O & M	Operations and Management
PAYGO	“Pay as you go”
PDWS	Primary Drinking Water Standard MCLs, MRDLs and treatment techniques (TTs) for contaminants that affect health, along with their monitoring and reporting requirements
pCi/L	picoCuries per liter

PFAS RULE Establishes enforceable drinking water standards for six PFAS chemicals

PFAS Per- and polyfluoroalkyl substances

PFBA Perfluoro Butanoic Acid

PFBS Perfluoro Butane Sulfonic Acid

PFHpA Perfluoro Heptanoic Acid

PFHxA Perfluoro Hexanoic Acid

PFHxS Perfluoro Hexane Sulfonic Acid

PFNA Perfluorononanoic acid

PFOA Perfluoro Octanoic Acid

PFOS Perfluoro Octane Sulfonic Acid

PFPeA Perfluoro Pentanoic Acid

PHG Public Health Goal The level of a contaminant in drinking water below which there is no known or expected risk to health. The California Environmental Protection Agency (CalEPA) sets public health goals.

PPB Parts per billion

PPM Parts per million

PPT Parts per trillion

PQL Practical Quantitation Level

PWS Public water supply

RAA Highest Running Annual Average

SAR Santa Ana River

SDWA Safe Drinking Water Act

SDWIS Safe Drinking Water Information System

SWRCB State Water Resources Control Board

WIFIA Water Infrastructure Finance and Innovation Act

TT Treatment Technique. A required process intended to reduce the level of a contaminant in drinking water

UCI University of California, Irvine

UCMR	Unregulated Contaminant Monitoring Rule
US	United States
µmho/cm	Micromho per centimeter (equivalent to 1 microsiemens/cm)

Glossary

Cross Sectional Study	Examines prevalence of a condition or characteristic at a single point in time across a population to identify patterns, associations, and risk factors
Ion Exchange Technology	Process that removes/replaces dissolved ions in a solution using solid materials.
Non-Community Water Systems	Public water systems at locations where people do not reside
Non-Transient Water Systems	Public water systems that service at least 25 of the same people over six months of the year, but do not live there

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Appendix A

Unregulated Contaminated Monitoring Rule (UCMR) Contaminants Lists, PFAS Contaminants

Contaminant/CASRN ¹	MRL (µg/L) ²	Use or Environmental Source ³
Perfluorinated Compounds: EPA Method 537		
perfluorooctanesulfonic acid (PFOS) 1763-23-1	0.04	Surfactant or emulsifier; used in fire-fighting foam, circuit board etching acids, alkaline cleaners, floor polish, and as a pesticide active ingredient for insect bait traps; U.S. manufacture of PFOS phased out in 2002; however, PFOS still generated incidentally
perfluorooctanoic acid (PFOA) 335-67-1	0.02	Perfluorinated aliphatic carboxylic acid; used for its emulsifier and surfactant properties in or as fluoropolymers (such as Teflon), fire-fighting foams, cleaners, cosmetics, greases and lubricants, paints, polishes, adhesives and photographic films
perfluorononanoic acid (PFNA) 375-95-1	0.02	Manmade chemical; used in products to make them stain, grease, heat and water resistant
perfluorohexanesulfonic acid (PFHxS) 355-46-4	0.03	Manmade chemical; used in products to make them stain, grease, heat and water resistant
perfluoroheptanoic acid (PFHpA) 375-85-9	0.01	Manmade chemical; used in products to make them stain, grease, heat and water resistant
perfluorobutanesulfonic acid (PFBS) 375-73-5	0.09	Manmade chemical; used in products to make them stain, grease, heat and water resistant

1. CASRN - Chemical Abstracts Service Registry Number
2. MRL - Minimum Reporting Level
3. "Use or Environmental Source" further documented in UCMR 3 Contaminants – Information Compendium. EPA 815-B-11-001. January 2012

Figure 20 - UCMR 3 Contaminants List, PFAS Contaminants

Contaminant	CASRN ¹	MRL ² (µg/L)	Additional Information
25 PFAS: EPA Method 533			
11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS)	763051-92-9	0.005	PFAS are a group of synthetic chemicals used in a wide range of consumer products and industrial applications including: non-stick cookware, water-repellent clothing, stain-resistant fabrics and carpets, cosmetics, firefighting foams, electroplating, and products that resist grease, water, and oil. PFAS are found in the blood of people and animals and in water, air, fish, and soil at locations across the United States and the world.
1H,1H, 2H, 2H-perfluorodecane sulfonic acid (8:2FTS)	39108-34-4	0.005	
1H,1H, 2H, 2H-perfluorohexane sulfonic acid (4:2FTS)	757124-72-4	0.003	
1H,1H, 2H, 2H-perfluorooctane sulfonic acid (6:2FTS)	27619-97-2	0.005	
4,8-dioxa-3H-perfluorononanoic acid (ADONA)	919005-14-4	0.003	
9-chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9Cl-PF3ONS)	756426-58-1	0.002	
hexafluoropropylene oxide dimer acid (HFPO-DA)(GenX)	13252-13-6	0.005	
nonafluoro-3,6-dioxaheptanoic acid (NFDHA)	151772-58-6	0.02	
perfluoro (2-ethoxyethane) sulfonic acid (PFEESA)	113507-82-7	0.003	
perfluoro-3-methoxypropanoic acid (PFMPA)	377-73-1	0.004	
perfluoro-4-methoxybutanoic acid (PFMBA)	863090-89-5	0.003	
perfluorobutanesulfonic acid (PFBS)	375-73-5	0.003	
perfluorobutanoic acid (PFBA)	375-22-4	0.005	
perfluorodecanoic acid (PFDA)	335-76-2	0.003	
perfluorododecanoic acid (PFDoA)	307-55-1	0.003	
perfluoroheptanesulfonic acid (PFHpS)	375-92-8	0.003	
perfluoroheptanoic acid (PFHpA)	375-85-9	0.003	
perfluorohexanesulfonic acid (PFHxS)	355-46-4	0.003	
perfluorohexanoic acid (PFHxA)	307-24-4	0.003	
perfluorononanoic acid (PFNA)	375-95-1	0.004	
perfluorooctanesulfonic acid (PFOS)	1763-23-1	0.004	
perfluorooctanoic acid (PFOA)	335-67-1	0.004	
perfluoropentanesulfonic acid (PFPeS)	2706-91-4	0.004	
perfluoropentanoic acid (PFPeA)	2706-90-3	0.003	
perfluoroundecanoic acid (PFUnA)	2058-94-8	0.002	
4 PFAS: EPA Method 537.1			
N-ethyl perfluorooctanesulfonamidoacetic acid (NEtFOSAA)	2991-50-6	0.005	See above for PFAS information.
N-methyl perfluorooctanesulfonamidoacetic acid (NMeFOSAA)	2355-31-9	0.006	
perfluorotetradecanoic acid (PFTA)	376-06-7	0.008	
perfluorotridecanoic acid (PFTrDA)	72629-94-8	0.007	

1. CASRN - Chemical Abstracts Service Registry Number

2. MRL - Minimum Reporting Level

1. CASRN - Chemical Abstracts Service Registry Number

2. MRL - Minimum Reporting Level

Figure 21 - UCMR 5 Contaminants List, PFAS Contaminants

State Water Resources Control Board PFAS General Monitoring Orders, 2020-2025

SWRCB Order Exhibit Title	Internet URL Web Address
2020 SWRCB General Order DW 2020-0003-DDW	https://www.waterboards.ca.gov/board_decisions/adopted_orders/drinking_water/2020/pfas_go_2020_0003_ddw/pfas_go_2020_0003_ddw.pdf
Exhibit A – List of Sources Subject to General Order No. DW 2020-0003-DDW (for DDW Section 5),	https://wqts.com/wp-content/uploads/2020/09/go_exhibit_a_section5.pdf
2021 SWRCB General Order DW-2021-0001-DDW	https://www.waterboards.ca.gov/board_decisions/adopted_orders/drinking_water/2021/pfas_go_2021_0001_ddw/a5.pdf
Exhibit A – List of Sources Subject to General Order No. DW 2021-0001-DDW (For DDW Section 5)	https://www.waterboards.ca.gov/board_decisions/adopted_orders/drinking_water/2021/pfas_go_2021_0001_ddw/a5.pdf
2022 Amended General Order DW 2022-0001-DDW	https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/pfas_ddw_general_order/docs/amended-pfas-general-order-2022-final.pdf
Exhibit A – List of Sources Subject to General Order No. DW 2022-0001-DDW (Amended)	https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/pfas_ddw_general_order/docs/pfas_go_2022-0001-DDW_ExhibitA.pdf
2025 SWRCB General Order DW 2025-0002-DDW	https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/pfas_ddw_general_order/docs/order-dw-2025-0002-ddw-pfas-initial-monitoring.pdf
Exhibit A – List of Sources Subject to General Order DW 2025-0002-DDW	https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.waterboards.ca.gov%2Fdrinking_water%2Fcertlic%2Fdrinkingwater%2Fpfas_ddw_general_order%2Fdocs%2Forder-dw-2025-0002-ddw-exhibit-a.xlsx&wdOrigin=BROWSELINK

Figure 22 - SWRCB PFAS General Monitoring Orders Issued 2020 through 2025

State Water Resources Control Board General Monitoring Orders PFAS Constituents Lists

General Order No. DW 2020-0003-DDW		
EXHIBIT B		
CONSUMER CONFIDENCE REPORT DETECTION LEVELS (CCRDL)		
	Constituent	CCRDL, ng/L
1	PERFLUOROBUTANESULFONIC ACID (PFBS)	4
2	PERFLUORONONANOIC ACID (PFNA)	4
3	PERFLUORODECANOIC ACID (PFDA)	4
4	PERFLUOROTETRADECANOIC ACID (PFTA)	4
5	HEXAFLUOROPROPYLENE OXIDE DIMER ACID (HFPO-DA)	4
6	4,8-DIOXA-3H-PERFLUORONONANOIC ACID (ADONA)	2
7	PERFLUOROHEPTANOIC ACID (PFHpA)	4
8	N-ETHYL PERFLUOROOCTANESULFONAMIDOACETIC ACID	4
9	PERFLUORODODECANOIC ACID (PFD _o A)	4
10	PERFLUOROTRIDECANOIC ACID (PFT _r DA)	4
11	9-CHLOROHEXADEC AFLUORO-3-OXANONE-1-SULFONIC ACID	2
12	PERFLUOROOCTANE SULFONIC ACID (PFOS)	4
13	PERFLUOROHEXANE SULFONIC ACID (PFH _x S)	4
14	N-METHYL PERFLUOROOCTANESULFONAMIDOACETIC ACID	4
15	PERFLUOROHEXANOIC ACID (PFH _x A)	4
16	PERFLUOROUNDECANOIC ACID (PFU _n A)	4
17	11-CHLOROEICOSAFLUORO-3-OXAUNDECANE-1-SULFONIC ACID	2
18	PERFLUOROOCTANOIC ACID (PFOA)	4

NOTES:

1. The CCRDL is based on a review of the reporting levels reported for monitoring conducted between August and December 2019. Specifically, the SWB calculated the CCRDL as the reporting level that was achievable in 90 percent of all negative result reported during that period. Results were rounded to the nearest whole number.
2. For HFPO-DA, the rounded CCRDL is lower than the 90th percentile of conveyed reporting levels based on consultation with the laboratory reporting the highest volume of results, and their statement that a reporting level of 4 ng/L (4 ppt) could readily be achieved.

Figure 23 - SWRCB General Monitoring Order 2020-0003-DDW, PFAS Constituents

General Order No. DW 2021-0001-DDW					
EXHIBIT B					
CONSUMER CONFIDENCE REPORT DETECTION LEVELS (CCRD) and ADVISORY LEVELS					
	Constituent	CCRD ¹ , ng/L	Notification Level, ng/L	Response Level, ng/L	Exceedance Methodology ³
1	PERFLUOROBUTANESULFONIC ACID (PFBS) ⁴	4	-	-	-
2	PERFLUORONONANOIC ACID (PFNA)	4			
3	PERFLUORODECANOIC ACID (PFDA)	4			
4	PERFLUOROTETRADECANOIC ACID (PFTA)	4			
5	HEXAFLUOROPROPYLENE OXIDE DIMER ACID (HFPO-DA) ²	4			
6	4,8-DIOXA-3H-PERFLUORONONANOIC ACID (ADONA)	2			
7	PERFLUOROHEPTANOIC ACID (PFHpA)	4			
8	N-ETHYL PERFLUOROOCTANESULFONAMIDOACETIC ACID	4			
9	PERFLUORODODECANOIC ACID (PFDaA)	4			
10	PERFLUOROTRIDECANOIC ACID (PFTTrDA)	4			
11	9-CHLOROHEXADEC AFLUORO-3-OXANONE-1-SULFONIC ACID	2			
12	PERFLUOROOCTANE SULFONIC ACID (PFOS)	4	6.5	40	QRAA
13	PERFLUOROHEXANE SULFONIC ACID (PFHxS)	4			
14	N-METHYL PERFLUOROOCTANESULFONAMIDOACETIC ACID	4			
15	PERFLUOROHEXANOIC ACID (PFHxA)	4			
16	PERFLUOROUNDECANOIC ACID (PFUnA)	4			
17	11-CHLOROEICOSAFLUORO-3-OXAUNDECANE-1- SULFONIC ACID	2			
18	PERFLUOROOCTANOIC ACID (PFOA)	4	5.1	10	QRAA

Figure 24 - SWRCB General Monitoring Order 2021-0001-DDW, PFAS Constituents

Order DW-2022-0001-DDW (Amended)
Exhibit B - CONSUMER CONFIDENCE REPORT INFORMATION AND
NOTIFICATION AND RESPONSE LEVELS

Table 1 - Consumer Confidence Report Detection Levels (CCRD) – EPA Method 533

Constituent	CCRD (ng/L)	U.S. EPA MCL (ng/L)
11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS)	2.0	--
1H,1H, 2H, 2H-perfluorodecane sulfonic acid (8:2FTS)	5.0	--
1H,1H, 2H, 2H-perfluorohexane sulfonic acid (4:2FTS)	2.0	--
1H,1H, 2H, 2H-perfluorooctane sulfonic acid (6:2FTS)	5.0	--
4,8-dioxa-3H-perfluorononanoic acid (ADONA)	2.0	--
9-chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9Cl-PF3ONS)	2.0	--
hexafluoropropylene oxide dimer acid (HFPO-DA) (GenX)	2.0	10
nonafluoro-3,6-dioxaheptanoic acid (NFDHA)	2.0	--
perfluoro (2-ethoxyethane) sulfonic acid (PFEESA)	2.0	--
perfluoro-3-methoxypropanoic acid (PFMPA)	2.0	--
perfluoro-4-methoxybutanoic acid (PFMBA)	2.0	--
perfluorobutanesulfonic acid (PFBS)	2.0	--
perfluorobutanoic acid (PFBA)	2.0	--
perfluorodecanoic acid (PFDA)	2.0	--
perfluorododecanoic acid (PFDoA)	2.0	--
perfluoroheptanesulfonic acid (PFHpS)	2.0	--
perfluoroheptanoic acid (PFHpA)	2.0	--
perfluorohexanesulfonic acid (PFHxS)	2.0	10
perfluorohexanoic acid (PFHxA)	2.0	--
perfluorononanoic acid (PFNA)	2.0	10
perfluorooctanesulfonic acid (PFOS)	2.0	4.0
perfluorooctanoic acid (PFOA)	2.0	4.0
perfluoropentanesulfonic acid (PFPeS)	2.0	--
perfluoropentanoic acid (PFPeA)	2.0	--
perfluoroundecanoic acid (PFUnA)	2.0	--

Figure 25 - SWRCB General Monitoring Order 2022-0001-DDW, PFAS Constituents

Order DW-2025-0002-DDW
Exhibit B - CONSUMER CONFIDENCE REPORT INFORMATION AND
NOTIFICATION AND RESPONSE LEVELS

Table 1 - Consumer Confidence Report Detection Levels (CCRD)

Constituent	CCRD (ng/L)	U.S. EPA MCL (ng/L)
11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS)	2.0	--
1H,1H, 2H, 2H-perfluorodecane sulfonic acid (8:2FTS)	5.0	--
1H,1H, 2H, 2H-perfluorohexane sulfonic acid (4:2FTS)	2.0	--
1H,1H, 2H, 2H-perfluorooctane sulfonic acid (6:2FTS)	5.0	--
4,8-dioxa-3H-perfluorononanoic acid (ADONA)	2.0	--
9-chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9Cl-PF3ONS)	2.0	--
hexafluoropropylene oxide dimer acid (HFPO-DA) (GenX)	2.0	10
nonafluoro-3,6-dioxaheptanoic acid (NFDHA)	2.0	--
perfluoro (2-ethoxyethane) sulfonic acid (PFEEESA)	2.0	--
perfluoro-3-methoxypropanoic acid (PFMPA)	2.0	--
perfluoro-4-methoxybutanoic acid (PFMBA)	2.0	--
perfluorobutanesulfonic acid (PFBS)	2.0	--
perfluorobutanoic acid (PFBA)	2.0	--
perfluorodecanoic acid (PFDA)	2.0	--
perfluorododecanoic acid (PFDoA)	2.0	--
perfluoroheptanesulfonic acid (PFHpS)	2.0	--
perfluoroheptanoic acid (PFHpA)	2.0	--
perfluorohexanesulfonic acid (PFHxS)	2.0	10
perfluorohexanoic acid (PFHxA)	2.0	--
perfluorononanoic acid (PFNA)	2.0	10
perfluorooctanesulfonic acid (PFOS)	2.0	4.0
perfluorooctanoic acid (PFOA)	2.0	4.0
perfluoropentanesulfonic acid (PFPeS)	2.0	--
perfluoropentanoic acid (PFPeA)	2.0	--
perfluoroundecanoic acid (PFUnA)	2.0	--
n-ethyl perfluorooctanesulfonamidoacetic acid (NEtFOSSA)	5.0	--
n-methyl perfluorooctanesulfonamidoacetic acid (NMeFOSSA)	5.0	--
perfluorotetradecanoic acid (PFTA)	2.0	--
perfluorotridecanoic acid (PFTTrDA)	2.0	--

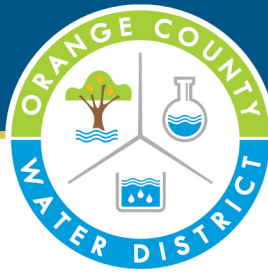
Figure 26 - SWRCB General Monitoring Order 2025-0002-DDW, PFAS Constituents

Appendix B

Eight Content Requirements of a CCR
▶ Item 1: Water System Information – Name/phone number of a contact person; information on public participation opportunities. ▶ Item 2: Source(s) of Water. ▶ Item 3: Definitions – Maximum Contaminant Level (MCL); MCL Goal (MCLG); Treatment Technique (TT); Action Level (AL); Maximum Residual Disinfectant Level (MRDL); MRDL Goal (MRDLG). ▶ Item 4: Detected Contaminants – A table summarizing reported concentrations and relevant MCLs and MCLGs or MRDLs and MRDLGs; known source of detected contaminants; health effects language. ▶ Item 5: Information on Monitoring for <i>Cryptosporidium</i>, Radon, and Other Contaminants (if detected). ▶ Item 6: Compliance with Other Drinking Water Regulations (any violations and Ground Water Rule [GWR] special notices). ▶ Item 7: Variances and Exemptions (if applicable). ▶ Item 8: Required Educational Information – Explanation of contaminants in drinking water and bottled water; information to vulnerable populations about <i>Cryptosporidium</i>; statements on nitrate, arsenic, and lead.
Optional Information
CWSs are not limited to providing only the required information in their CCR. CWSs may want to include: ▶ An explanation (or include a diagram of) the CWSs treatment processes. ▶ Source water protection efforts and/or water conservation tips. ▶ Costs of making the water safe to drink. ▶ A statement from the mayor or general manager. ▶ Information to educate customers about: Taste and odor issues, affiliations with programs such as the Partnership for Safe Water, opportunities for public participation, etc.
Communication Tips
▶ Provide a consistent message. Be as simple, truthful, and straightforward as possible. Avoid acronyms, initials, and jargon. ▶ Provide links to useful information resources. ▶ Limit wordiness – write short sentences and keep your paragraphs short. ▶ Assume that consumers will only read the top half of the notice or what can be read in 10 seconds. ▶ Display important elements in bold and/or large type in the top half of the notice. ▶ Do not make your text size too small. ▶ Give a draft of your CCR to relatives or friends who are not drinking water experts and ask them if it makes sense. Ask customers for their comments when you publish the CCR. ▶ Use graphics, photographs, maps, and drawings to illustrate your message. Do not distract from your main message with graphics and/or pictures that do not complement your message. ▶ Consider printing the CCR on recycled paper and taking other steps to make the CCR "environmentally friendly." If you hope to get your customers involved in protecting or conserving water, set a good example for them to follow. ▶ Use the CCR as an opportunity to tell your customers about all of the things that you are doing well.

Source: EPA

Figure 27 - EPA Eight Content Requirements of a Consumer Confidence Report



August 20, 2026

The Honorable Sheila F. Hanson
Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

Subject: Orange County Water District response to the Findings and
Recommendations of the Grand Jury 2025-2026 report titled: PFAS and
Public Awareness A Closer Look at Orange County Drinking Water

Dear Judge Hanson:

Please accept this letter in accordance with the directive included in the Grand Jury 2025-2026 report titled: PFAS and Public Awareness A Closer Look at Orange County Drinking Water, that the Orange County Water District (OCWD) provide responses to the report Findings (F1, F2, F3, F4, F5, F6, F7 and F8) along with Recommendations (R1, R2, R3, R5 and R6).

OCWD wishes to thank the Grand Jury for the commendations in the report documenting our PFAS treatment program, specifically the EPA Water Infrastructure Finance and Innovation Act (WIFIA) loan, state and federal grant funding efforts, and litigation settlement funds to support this effort. Recognizing our Groundwater Producers agreement to fully fund PFAS design and construction capital cost and a 50% cost share of O&M as a strong model for future government/private-sector cost-sharing agreements is appreciated.

Sincerely,

Denis R. Bilodeau, P.E.
President

cc: Grand Jury

RESPONSES TO THE ORANGE COUNTY GRAND JURY REPORT PFAS AND PUBLIC AWARENESS A CLOSER LOOK AT ORANGE COUNTY DRINKING WATER

FINDINGS

- F1 Commercial and industrial chemical manufacturers are a major source of PFAS contamination. Settlement litigation funds are available for community water systems to make claims.

OCWD and many of its local retail water agencies (Producers) impacted by PFAS are participating in a national aqueous film-forming foam (AFFF) multidistrict litigation (MDL) No. 2873 against PFAS manufacturers including 3M and Dupont to recover costs addressing PFAS impacts. Settlements have been reached with several of the manufacturers, and payments totaling \$78 million have been received by OCWD and participating Producers to date. Future scheduled payments under these existing settlements are scheduled and additional settlements are expected.

- F2 PFAS is widespread, and contamination has been detected in Orange County groundwater sources. Community water systems are required to report PFAS monitoring results in their annual Consumer Confidence Reports.

OCWD agrees that community water systems are required to report PFAS monitoring results in their annual Consumer Confidence Reports if the concentration is above a state set Report Detection Level, consistent with requirements established by the state Division of Drinking Water.

- F3 PFAS exposure is associated with potential adverse human health effects.

OCWD is aware of studies showing that PFAS exposure above certain thresholds can be associated with potential adverse human health effects.

- F4 OCWD has taken a proactive leadership role in addressing PFAS in the Orange County Groundwater Basin, though PFAS treatment implementation varies across local cities and water districts.

OCWD and the Producers it serves provide safe and reliable drinking water that consistently meets all state and federal drinking water standards. Despite playing no role in releasing PFAS into the environment, OCWD is working with its Producers to remove PFAS from local water supplies in

order to comply with state and federal regulations. More than 100 out of 200 Producer wells within OCWD have been impacted due to various state and federal regulations. At this time, only two (2) of 19 Producer water systems have continued to report non-detects for PFAS: the cities of Seal Beach and La Palma.

- F5 Groundwater supplies must either be treated to remove PFAS or must be replaced with imported water supplies that are significantly more expensive than groundwater. Over \$500 million is being spent on construction, operations, and maintenance of PFAS treatment facilities in Orange County.

OCWD concurs that impacted groundwater production wells must either be treated to remove PFAS or must be replaced with more expensive imported water. OCWD estimates it will spend over \$600 million on capital costs (design, construction, inspection) and total costs including operations and maintenance are expected to be approximately \$1.8 billion in Orange County over the next 30 years.

- F6 Orange County drinking water meets or exceeds state and federal standards and is safe for consumption without additional home filtration.

OCWD concurs with this finding.

- F7 Research on newer PFAS compounds and long-term exposure effects is ongoing.

OCWD concurs with this finding.

- F8 There are limited online PFAS education and outreach programs among Orange County water retailers. Most retailers rely on OCWD for PFAS education and outreach. PFAS advisories were included in approximately 55% of the Orange County water retailers' annual water quality reports in 2025.

OCWD maintains a PFAS section on its website www.ocwd.com, which contains a PFAS Fact Sheet and a Quarterly PFAS Update. When requested, OCWD works with its Producers to provide agency-specific fact sheets and other information for public distribution.

RECOMMENDATIONS

- R1 By September 30, 2026, Orange County Water District (OCWD), in coordination with state and federal agencies, should pursue cost recovery efforts against PFAS manufacturers to offset treatment, monitoring, and long-term remediation costs incurred by local water agencies and ratepayers. [F1, F5]

OCWD and several of its Producers have already sued PFAS manufacturers, including 3M and Dupont to recover costs associated with addressing PFAS impacts. Settlements have been reached with several of the manufacturers, and payments totaling \$78 million have been received to date with additional payments and settlements expected.

- R2 By July 1, 2029, OCWD and its member agencies should monitor PFAS in groundwater and surface water sources and promptly implement PFAS treatment when response levels are exceeded. [F2, F4]

OCWD continues to maintain a proactive and comprehensive monitoring program for PFAS and funds treatment in cooperation with its Producers. These PFAS water quality monitoring efforts have continued for more than a decade and include multiple US EPA Unregulated Contaminant Monitoring Rule programs that include PFAS (UCMR3 and UCMR5) as well as multiple PFAS monitoring orders issued by the California Division of Drinking Water. OCWD has steadily expanded PFAS monitoring to include additional drinking water wells, groundwater monitoring wells, and surface waters throughout the Orange County groundwater basin and the Santa Ana River watershed. Through these efforts, OCWD will ensure that all its Producer agencies meet the initial monitoring requirements contained within US EPA's PFAS National Primary Drinking Water Regulation (NPDWR). OCWD has continued to meet with and maintain communication with many local water agencies and regulatory agencies to share PFAS monitoring results and related information. OCWD has also performed multiple phases of pilot testing of PFAS treatment media to help Producers determine the best treatment options. OCWD has implemented a PFAS treatment policy to fund 100% of the design and construction, and 50% of the operation and maintenance costs for Producer drinking water well treatment facilities. OCWD and the Producer water systems have worked closely and collaboratively to develop this PFAS treatment policy and maintain PFAS agreements in support of the policy resulting in implementation of treatment throughout OCWD well in advance of much of the rest of the country.

- R3 By September 30, 2026, OCWD, in collaboration with the Orange County Health Care Agency, should update public education and guidance continually as scientific understanding and regulatory standards evolve. [F3]

OCWD continues to provide public education and guidance on scientific understanding, regulatory standards changes, progress on PFAS treatment infrastructure, upcoming webinars/conference presentations, and available resources for review amongst other topics on its website and social media channels, and through its Quarterly PFAS Updates and monthly Hydrospectives newsletter.

- R4 By July 1, 2029, all Orange County water retailers should consistently include a PFAS advisory, treatment facilities status, and compliance information in consumer confidence reports and on agency websites, using clear and understandable language for the public. [F2, F8]

OCWD concurs with this recommendation.

- R5 By September 30, 2026, OCWD and all Orange County water retailers should enhance coordinated public education efforts to reassure their customers about drinking water safety. [F6, F8]

OCWD has and will continue providing the public with educational PFAS information, resources, and updates posted on our website and distributed with our monthly newsletter.

- R6 By September 30, 2026, OCWD should continuously monitor national and international PFAS research developments and incorporate new findings into future groundwater management, treatment planning, and regulatory compliance strategies. [F7]

OCWD has and will continue working with and sharing information with local, national and international water agencies on treatment strategies, research and development on treatment technologies and regulatory compliance.



**June 9, 2026 ORANGE COUNTY
GRAND JURY REPORT
PFAS and Public Awareness
A Closer Look at Orange County
Drinking Water**

Water Issues Committee Meeting
August 12, 2026



Grand Jury Report

- Request for information in April '26
- Report public release June 9, 2026
- OCWD must officially respond to:
 - Findings F1 – F8
 - Recommendations R1-3, R5 & R6
- 90 days to respond – September 7, 2026 (draft letter attached)
- 18 Orange County agencies required to respond to various GJ Report Findings and Recommendations.



PFAS and Public Awareness

A Closer Look at Orange County

Drinking Water

Orange County Grand Jury 2025-2026

Summary of Grand Jury Report

- The report identifies and describes PFAS levels detected by Orange County drinking water agencies. It evaluates how these agencies have responded to recent PFAS regulatory requirements. It also examines the progress of PFAS treatment facility planning and installation, along with implementation of public education programs related to PFAS in drinking water.
- The report's findings and recommendations aim to strengthen PFAS reporting in annual Water Quality Reports (Consumer Confidence Reports) and expand public outreach by Orange County drinking water agencies.
- The Grand Jury based its study on a comprehensive review of multiple sources, including interviews, public records, field investigations, and relevant news articles.

Findings

F1 - Commercial and industrial chemical manufacturers are a major source of PFAS contamination. Settlement litigation funds are available for community water systems to make claims.

- OCWD and many of its local retail water agencies (Producers) impacted by PFAS are participating in, and were some of the earliest plaintiffs, a national aqueous film-forming foam (AFFF) multidistrict litigation (MDL) No. 2873 against PFAS manufacturers including 3M and Dupont to recover costs addressing PFAS impacts. Settlements have been reached with several of the manufacturers, and payments totaling \$78 million have been received by OCWD and participating Producers to date. Future scheduled payments under these existing settlements are scheduled and additional settlements are expected.

F2 - PFAS is widespread, and contamination has been detected in Orange County groundwater sources. Community water systems are required to report PFAS monitoring results in their annual Consumer Confidence Reports.

- OCWD agrees that community water systems are required to report PFAS monitoring results in their annual Consumer Confidence Reports if the concentration is above a state set Report Detection Level, consistent with requirements established by the state Division of Drinking Water.

Findings, cont.

F3 - PFAS exposure is associated with potential adverse human health effects.

- OCWD is aware of studies showing that PFAS exposure above certain thresholds can be associated with potential adverse human health effects.

F4 - OCWD has taken a proactive leadership role in addressing PFAS in the Orange County Groundwater Basin, though PFAS treatment implementation varies across local cities and water districts.

- OCWD and the Producers it serves provide safe and reliable drinking water that consistently meets all state and federal drinking water standards. Despite playing no role in releasing PFAS into the environment, OCWD is working with its Producers to remove PFAS from local water supplies in order to comply with state and federal regulations. More than 100 out of 200 Producer wells within OCWD have been impacted due to various state and federal regulations. At this time, only two (2) of 19 Producer water systems have continued to report non-detects for PFAS: the cities of Seal Beach and La Palma.

Findings, cont.

- F5 - Groundwater supplies must either be treated to remove PFAS or must be replaced with imported water supplies that are significantly more expensive than groundwater. Over \$500 million is being spent on construction, operations, and maintenance of PFAS treatment facilities in Orange County.
- OCWD concurs that impacted groundwater production wells must either be treated to remove PFAS or must be replaced with more expensive imported water. OCWD estimates it will spend over \$600 million on capital costs (design, construction, inspection) and total costs including operations and maintenance are expected to be approximately \$1.8 billion in Orange County over the next 30 years.
- F6 - Orange County drinking water meets or exceeds state and federal standards and is safe for consumption without additional home filtration.
- OCWD concurs with this finding.

Findings, cont.

F7 - Research on newer PFAS compounds and long-term exposure effects is ongoing.

- OCWD concurs with this finding.

F8 - There are limited online PFAS education and outreach programs among Orange County water retailers. Most retailers rely on OCWD for PFAS education and outreach. PFAS advisories were included in approximately 55% of the Orange County water retailers' annual water quality reports in 2025.

- OCWD maintains a PFAS section on its website www.ocwd.com, which contains a PFAS Fact Sheet and a Quarterly PFAS Update. When requested, OCWD works with its Producers to provide agency-specific fact sheets and other information for public distribution.

Recommendations

- R1 - By September 30, 2026, Orange County Water District (OCWD), in coordination with state and federal agencies, should pursue cost recovery efforts against PFAS manufacturers to offset treatment, monitoring, and long-term remediation costs incurred by local water agencies and ratepayers. [F1, F5]
- OCWD and several of its Producers have already sued PFAS manufacturers, including 3M and Dupont to recover costs associated with addressing PFAS impacts. Settlements have been reached with several of the manufacturers, and payments totaling \$78 million have been received to date with additional payments and settlements expected.

Recommendations, cont.

R2 - By July 1, 2029, OCWD and its member agencies should monitor PFAS in groundwater and surface water sources and promptly implement PFAS treatment when response levels are exceeded. [F2, F4]

- OCWD continues to maintain a proactive and comprehensive monitoring program for PFAS and funds treatment in cooperation with its Producers. These PFAS water quality monitoring efforts have continued for more than a decade and include multiple US EPA Unregulated Contaminant Monitoring Rule programs that include PFAS (UCMR3 and UCMR5) as well as multiple PFAS monitoring orders issued by the California Division of Drinking Water. OCWD has steadily expanded PFAS monitoring to include additional drinking water wells, groundwater monitoring wells, and surface waters throughout the Orange County groundwater basin and the Santa Ana River watershed. Through these efforts, OCWD will ensure that all its Producer agencies meet the initial monitoring requirements contained within US EPA's PFAS National Primary Drinking Water Regulation (NPDWR). OCWD has continued to meet with and maintain communication with many local water agencies and regulatory agencies to share PFAS monitoring results and related information. OCWD has also performed multiple phases of pilot testing of PFAS treatment media to help Producers determine the best treatment options. OCWD has implemented a PFAS treatment policy to fund 100% of the design and construction, and 50% of the operation and maintenance costs for Producer drinking water well treatment facilities. OCWD and the Producer water systems have worked closely and collaboratively to develop this PFAS treatment policy and maintain PFAS agreements in support of the policy resulting in implementation of treatment throughout OCWD well in advance of much of the rest of the country.

Recommendations, cont.

R3 - By September 30, 2026, OCWD, in collaboration with the Orange County Health Care Agency, should update public education and guidance continually as scientific understanding and regulatory standards evolve. [F3]

- OCWD continues to provide public education and guidance on scientific understanding, regulatory standards changes, progress on PFAS treatment infrastructure, upcoming webinars/conference presentations, and available resources for review amongst other topics on its website and social media channels, and through its Quarterly PFAS Updates and monthly Hydrospectives newsletter.

Voluntary Response

R4 - By July 1, 2029, all Orange County water retailers should consistently include a PFAS advisory, treatment facilities status, and compliance information in consumer confidence reports and on agency websites, using clear and understandable language for the public. [F2, F8]

- OCWD concurs with this recommendation.

Recommendations, cont.

R5 - By September 30, 2026, OCWD and all Orange County water retailers should enhance coordinated public education efforts to reassure their customers about drinking water safety. [F6, F8]

- OCWD has and will continue providing the public with educational PFAS information, resources, and updates posted on our website and distributed with our monthly newsletter.

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- OCWD has and will continue working with and sharing information with local, national and international water agencies on treatment strategies, research and development on treatment technologies and regulatory compliance.

Staff Recommendation

Agendize for the August 19 Board meeting: Provide the attached response to the Grand Jury report.